450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, February 21, 2024 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Proclamation - Night of Champions

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

2. Public Comment Received Online

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

3. February 4, 2024 Meeting Minutes
4. Second Reading of Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles.
5. Ordinance 2024-240: Amending "Table 3-8: Impact Fees" of the Town of Johnstown Land Use and Development Code Concerning Impact Fees Imposed on Behalf of the Front Range Fire Rescue Fire Protection District
6. Resolution 2024-08 Finding Substantial Compliance For Initiating Annexation Proceedings and Setting A Public Hearing Date For The Blue Spruce Ridge Annexation
7. WSSA - Amended TRR East Clubhouse
8. Site Development Plan Agreement with Journey Homes, LLC for The Ridge Multi-Family Development.

9. Intergovernmental Agreement Between the Town of Johnstown, Colorado and the City of Thornton, Colorado

10. January 2024 Financials

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

OLD BUSINESS

11. Resolution 2024-09: Authorizing Property Tax Rebate to Residential Property Owners

NEW BUSINESS

12. Discussion Item - Boundary Agreement Between the Town of Milliken and Town of Johnstown

PUBLIC HEARING

13. Renewal of BD Colorado dba Bad Daddy's Burger Bar Hotel & Restaurant liquor license

14. 1. Public Hearing – Consideration of Resolution 2024-07 Accepting the Findings of Fact and Conclusions for the Larson Annexation
    2. First Reading of Ordinance 2024-241, Approving the Annexation of Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 96 Acres and Known as the Larson Annexation

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

15. Informational Items

EXECUTIVE SESSION

16. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) - Sandra Drive Drainage Improvements

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

PROCLAMATION

RECOGNITION FOR OUTSTANDING ATHLETIC ACCOMPLISHMENT

Presented To

ROOSEVELT HIGH SCHOOL CHEER TEAM

WHEREAS, it is appropriate we recognize the outstanding accomplishment of the Roosevelt High School's Cheer Team; and

WHEREAS, it is fitting we set aside an evening to honor our youth and show our appreciation for their hard work and dedication; and

WHEREAS, the Roosevelt High School's Cheer Team competed in December 2023 at the Colorado High School State 4A Co-Ed Cheer competition and won the title of State Champions; and

WHEREAS, this is the first time in program history that the team has won the title of State Champions; and

WHEREAS, this team has shown tremendous dedication to the sport of cheer that has yielded the success the team has received this year;

WHEREAS, it is fitting an evening be set aside to honor the Roosevelt High School Cheer Team and challenge the youth of our community to continue to strive to be the best they can be.

NOW, THEREFORE, BE IT RESOLVED BY THE **TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO** THAT:

I, Troy D. Mellon, Mayor of the Town of Johnstown, Colorado on the 21st day of February, 2024, do hereby congratulate the Roosevelt High School Cheer Team on the title of State Champions in the Co-Ed Show Cheer Division, for their outstanding achievement, and the Town Council, the residents of Johnstown, and I, commend these Champions for their success and hereby proclaim this evening as the ***"Night of Champions."***

TOWN OF JOHNSTOWN, COLORADO

By: _____

Troy D. Mellon, Mayor

Hannah Hill

From: Online Public Comment Webform Submission <no-reply@co.colorado.gov>
Sent: Saturday, February 10, 2024 9:13 AM
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Submitted on Saturday, February 10, 2024

Submitted by: Anonymous

Submitted values are:

Name
Brittani Ebel

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
Town amenities

Comments to be read by meeting host on your behalf (during the Town Council meeting).
I would love to see walking and bike paths throughout our town. Also so many towns are adding bike parks, we have plenty of open space for that. Anything to promote outdoors activities help to boost our overall health and wellness.

I would also like to see the Johnstown reservoir allow paddle boards and kayaks. I don't understand why fishing float tubes are allowed but those are not?

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Brittani Ebel

Hannah Hill

From: Online Public Comment Webform Submission <no-reply@co.colorado.gov>
Sent: Friday, February 9, 2024 9:45 AM
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Submitted on Friday, February 9, 2024

Submitted by: Anonymous

Submitted values are:

Name
Brenda

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Topic
Signage

Comments to be read by meeting host on your behalf (during the Town Council meeting).
Horrible. Stop the ugly.

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
Brenda

Hannah Hill

From: Online Public Comment Webform Submission <no-reply@co.colorado.gov>
Sent: Wednesday, February 21, 2024 4:44 PM
To: Hannah Hill; Jamie Barker; Mitzi McCoy
Subject: Online Public Comment Webform SUBMITTED

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Submitted on Wednesday, February 21, 2024

Submitted by: Anonymous

Submitted values are:

Name
Jim Hatfield

Address
[redacted]

Town/City
Johnstown

Phone Number
[redacted]

Email (Optional)
[redacted]

Topic
Agenda item 3 (Ordinance 2024-239)

Comments to be read by meeting host on your behalf (during the Town Council meeting).
What is the penalty for violating the ordinance ?
Sec. 8-64 of the municipal code is not clear what 'or prosecution will be commenced' actually means.

"...Such notice shall inform such person of the violation and direct that he or she take action, within seven (7) days after receipt of such notice, to comply with Section 8-62 or prosecution will be commenced for violation thereof. If compliance is not made as directed, prosecution proceedings against the responsible person shall be commenced."

By typing your name, you acknowledge that you have written these comments and wish to participate in our Town Council meeting remotely as well as have your information shared with our Town Council, Staff, and audience.
jim hatfield

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, February 05, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:
Councilmember Berg
Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Councilmember Young
Mayor Mellon

AGENDA APPROVAL

Councilmember Berg moved to approve the agenda.

Councilmember Young seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

   Sarah Crosthwaite, Economic Development Manager, presented Scheels as February Business of the Month.

2. Employee Introductions

   New employees were introduced, from the Finance Department Tisha Seitz and the Human Resources Department Linda Kammerzell

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Paranto moved to approve the consent agenda

Councilmember Molinar seconded and the motion passed.

3. January 17, 2024 Meeting Minutes
4. Resolution 2024-05 regarding Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a public hearing date for the Front Range Fire Annexation

5. Intergovernmental Agreement for Funding of the US 34 Transportation Management Organization (TMO) in Johnstown
6. Town of Johnstown, Colorado v. Little Thompson Water District: Amendment to Settlement
7. Consideration and Approval of the Subdivision Development and Improvement Agreement with Encore HoldCo, LLC for the Encore Filing No. 1 Subdivision
8. December 2023 Financial Statements
9. January 2024 List of Bills

TOWN MANAGER REPORT

10. Town Manager's Report

Matt LeCerf, Town Manager, noted the attached report and three items – a small change to the Buc-ee's liquor license regarding the type of license; Proposing to amend the cash in lieu fee for Home Supply Water, and the YMCA has submitted to the Town that they are changing their rates effective April 2024.

Council did ask for report on the sauna and stream room in the YMCA. Mr. LeCerf noted it was reported as of the day of this meeting that the sauna was up and running and the stream room may have a few weeks delay in opening.

Council asked for clarification on Loveland Ready Mix item in the report, and Mr. LeCerf noted the work session on February 12, 2024 to discuss.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

11. Limited Winery Notification – Thoughts LLC dba Legends A Meadery

Hannah Hill, Town Clerk, presented this limited winery application to Council, noting the location and process for objecting or not to a limited winery. The applicant is Thoughts LLC dba Legends A Meadery and the location was noted to be in the Gateway area.

Councilmember Berg moved to not object to the application for a limited winery for Thoughts LLC, dba Legends A Meadery.

Councilmember Paranto seconded and the motion passed.

12. Award RFP for Downtown Johnstown Master Plan Project

Ms. Crosthwaite presented this item to Council, reviewing the background, noted the RFP being issued in December of 2023 and the project aspects of the Downtown Master Plan. A virtual Prebid meeting was also held, with eight submissions being received.

Council asked for clarification on the price of the bid. Ms. Crosthwaite noted that staff was able to negotiate with Kimley Horn regarding the scope of the engineering work and would be bringing the GIS portion inhouse.

Councilmember Young moved to approve the Town of Johnstown to award the RFP project to Kimley Horn and authorize the Town Manager to sign the service contract pending final review of the contract by the Town Manager and Town Attorney.

Councilmember Morris seconded and the motion passed.

13. Residential Property Tax Refund

Mitzi McCoy, Deputy Town Manager, presented this discussion item refencing the presentation included in the packet. Preliminary numbers from the County Accessor indicated a 35.64% increase in residential values, and Council directed staff to include a million-dollar budget line item in the 2024 budget for a property tax rebate for Johnstown residents.

Council asked for clarification on what the rebate process would look like, and what expectations would be for future years. Staff noted a resolution would be presented to Council for approval at a future meeting.

PUBLIC HEARING

14. Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles

Mayor Mellon opened the public hearing.

Chief Ryan Oglesby presented Ordinance 2024-240, noting these amendments would codify and provide clarity in the code.

Chief Oglebsy reviewed the changes proposed, and Council asked for clarification on the changes to the word "junk". Chief Oglebsy noted the clarity in definitions and for in public areas within Town limits.

Mayor Mellon opened public comment for the hearing for those in favor or opposed to this item.

Two comments submitted were read into the record, from Mercy Rivera and Sonya Garcia.

Mayor Mellon closed public comment.

Councilmember Morris moved to approve Ordinance No. 2024- 239, an ordinance Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles upon first reading.

Councilmember Molinar seconded and the motion passed.

15. Ordinance 2024-240: Amending “Table 3-8: Impact Fees” Of The Town Of Johnstown Land Use and Development Code Concerning Impact Fees Imposed On Behalf of the Front Range Fire Rescue Fire Protection District

Mayor Mellon opened the public hearing.

Mr. LeCerf presented this item to Council, noting the previous Council meeting discussion. Chief West from Front Range Rescue Protection District noted, per statue, the impact fees must be looked at every five years.

Mayor Mellon opened public comment for the hearing for those in favor or opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Young moved to approve Ordinance No. 2024-240 as presented on first reading.

Councilmember Morris seconded and the motion passed.

16. Ordinance 2024-241 Annexing approximately 96 acres and known as the Larson Annexation

Jeremy Gleim, Planning and Development Director, requested this item be continued to February 21, 2024. Mr. Gleim noted staff discovered the material items were not submitted to the Board of County Commissioners and would request the item be continued to the next Council meeting.

Mayor Mellon opened public comment for those opposed or in favor of this item, to which there was none.

Councilmember Berg moved to Continue the Public Hearing – First Reading of Ordinance 2024-241 Annexing approximately 96 acres, known as the Larson Annexation, to the February 21, 2024, Town Council meeting.

Councilmember Paranto seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Molinar noted an upcoming Housing Authority Meeting.

Councilmember Young noted the Johnstown Historical Society sale of Letford Bricks. It was noted of a death in the library family and Council sends their regards to the family. Councilmember Young reported on a ride-along with the Police Department. It was noted the recycling bins were left out, and Mr. LeCerf noted the last batch of the corrected calendars were mailed prior to the Council meeting.

Council requested the online calendar be posted online.

Councilmember Morris expressed gratitude to the Police Department for communications with residents.

MAYOR'S COMMENTS

Mayor Mellon noted the evaluation form for Mr. LeCerf, which would be scheduled for a March Council meeting. It was also asked that residents report street lights that is out via the Town's website or Town Hall.

INFORMATIONAL ITEMS

17. Informational Items

Informational items were included in the packet.

EXECUTIVE SESSION

18. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a)

Councilmember Berg moved to adjourn to an executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and an executive session to obtain legal advice pursuant to C.R.S. Section 24-6-402(b)

Councilmember Young seconded and the motion passed.

Council reconvened at and Mayor Mellon noted no items were discussed other than those noted.

19. An executive session to obtain legal advice pursuant to C.R.S. Section 24-6-402(4)(b) concerning potential negotiations with the Great Western Railway of Colorado, LLC

This item was moved with the previous item.

ADJOURN

Mayor Mellon adjourned the February 4, 2024 meeting at 9:01 pm.

_____

Troy D. Mellon, Mayor

_____

Hannah Hill, Town Clerk

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
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TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Second Reading of Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles

ATTACHMENTS: 1. Ordinance 2024-239

PRESENTED BY: Ryan Oglesby, Interim Chief of Police

AGENDA ITEM DESCRIPTION:
Council approved Ordinance 2024-239 on first reading on February 5, 2024.

Enclosed for review and consideration is Ordinance No. 2024-239 that would amend multiple sections of Article IV of Chapter 8 of the Johnstown Municipal Code. These amendments specifically aim to clarify and codify that absent limited circumstances, inoperable vehicles are not permitted on public or private property and that a vehicle is deemed to be inoperable if it also lacks a license plate with a valid registration sticker lawfully affixed thereto.

Article IV- Abandoned and Junked Vehicles
The title has been changed to Abandoned and Inoperable Vehicles, to fit with the definitions already present within the ordinance.

Section 8-61- Definitions
There has been an addition of "does not have a license plate with a valid registration sticker lawfully affixed thereto." Under most circumstances, a vehicle can't be legally operated without a valid license plate, and therefore it is recommended it be added to the definition of inoperable. There have also been efforts to clarify the definition of a vehicle**.**

Section 8-62 -Inoperable vehicle prohibited, exceptions.
It is recommended that provisions be added to address parking of inoperable vehicles on public right-of-way or other public property for a period of more than 48 hours. Efforts have also been made to clarify the language within the ordinance.

Sec. 8-63 Presumption the vehicle is inoperable.

It is recommended that there be an addition that the absence of one or more parts of the vehicle necessary for lawful operation of the vehicle upon the streets and highways be added. Efforts have also been made to clarify and consolidate the language of the ordinance.

Sec. 8-64 Administrative procedure for removal.
It is recommended that this section be removed, as the removal of vehicles is already outlined in the Johnstown Police Department's Policy and Procedure manual.

STRATEGIC PLAN ALIGNMENT:

- Safe & Welcoming community
  - *Provide and maintain public safety services and awareness in our community.*
- Natural & Built Environment
  - *Expect and encourage community centered design.*

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2024-239 upon second reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-239

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 8 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING ABANDONED AND INOPERABLE VEHICLES

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Article IV of Chapter 8 of the Johnstown Municipal Code regulates abandoned and junked vehicles; and

WHEREAS, Chief Oglesby of the Johnstown Police Department recommends that the Town Council amend the regulation to clarify that, absent limited circumstances: (i) inoperable vehicles are not permitted on public or private property; and (ii) a vehicle is deemed to be inoperable if it lacks a license plate with a valid registration sticker lawfully affixed thereto; and

WHEREAS, pursuant to the recommendation of Chief Oglesby, the Town Council desires to amend Article IV of Chapter 8 of the Johnstown Municipal Code; and

WHEREAS, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town of Johnstown.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Article IV of Chapter 8 of the Johnstown Municipal Code is hereby repealed in full and readopted to read as follows:

ARTICLE IV Abandoned and Inoperable Vehicles

Sec. 8-61. Definitions.

For purposes of this Article, the following terms shall have the meanings ascribed to them:

(a) *Inoperable* means any vehicle that is in a condition of being junked, wrecked, wholly or partially dismantled, discarded, or abandoned; is unable to perform the functions or purpose for which it was originally constructed; or does not have a license plate with a valid registration sticker lawfully affixed thereto.

(b) *Vehicle* means a self-propelled vehicle which, as originally built, contained an engine, regardless of whether it contains an engine at any other time, including, without limitation,

automobiles, trucks, buses, motor homes, motorized campers, motorcycles, motor scooters, mopeds, tractors, and golf cars.

Sec. 8-62. Inoperable vehicles prohibited; exceptions.

(a) Except as otherwise provided in this Article, it shall be unlawful for any person, whether as owner, lessee, or person in possession or control, to park, store or leave, or permit to be parked, stored or left, an inoperable vehicle at any location in the Town unless such vehicle is enclosed in a garage or fully enclosed structure.

(b) The provisions of this Article shall not apply to:

(1) Any person parking one (1) inoperable vehicle on private property for a period of thirty (30) consecutive days or less;

(2) Any person parking one (1) inoperable vehicle on public right-of-way or other public property for a period of forty-eight (48) consecutive hours or less;

(3) Any vehicle held in connection with a business enterprise operating in compliance with the Town's zoning laws; or

(4) Any act that, notwithstanding the foregoing provisions of this Article, constitutes a public nuisance.

Sec. 8-63. Presumption that vehicle is inoperable.

The following conditions shall raise the presumption that a vehicle is inoperable under the provisions of this Article:

(a) Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports; or

(b) Absence of one (1) or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and, to this end, the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 5 day of February, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL, AS AMENDED, AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Ordinance 2024-240: Amending "Table 3-8: Impact Fees" of the Town of Johnstown Land Use and Development Code Concerning Impact Fees Imposed on Behalf of the Front Range Fire Rescue Fire Protection District

ACTION PROPOSED: Consider Ordinance 2024-240 on Second Reading

ATTACHMENTS:
1. Ordinance 2024-240
2. Front Range Fire Rescue (FRFR) Resolution 2023-3
3. FRFR Impact Fee Study

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

An initial Public Hearing was conducted on February 5, 2024. Council approved Ordinance 2024-240 on first reading.

In May, 2023, the Front Range Fire Rescue (FRFR) completed an updated Fire Impact Fee Study. A copy of this document and the resolution approved by FRFR is attached for your review. In order for impact fees to be assessed at the time of a building permit that benefits FRFR, an ordinance needs to be approved by Town Council to modify the fee. The fees currently assessed on behalf of the FRFR were adopted in December, 2018 and became effective in January 2019, as part of Ordinance 2018-154.

Council was presented with information and a request to amend the fees by FRFR on January 17, 2024. During this meeting, Council directed Staff to present an ordinance which would allow for the implementation of the new fee structure for FRFR. The table below shows both the fees currently in effect and the impact fees requested for FRFR.

RESIDENTIAL		
UNIT TYPE	**CURRENT FEE PER DWELLING UNIT**	**REQUESTED 2024 FEE PER DWELLING UNIT**
Single-Family* or Two-Family	$1,087.00	$1,354.00
Multi-Family	$692.00	$1,247.00
* A Townhome is a single-family home		
NON-RESIDENTIAL		
UNIT TYPE	**CURRENT FEE PER SQUARE FOOT**	**REQUESTED 2024 FEE PER SQUARE FOOT**
Any Non-Residential	$0.60	$1.53

Ordinance 2024-240 presented for consideration would amend the impact fee structure to the requested fees requested by FRFR. Staff supports the requested change by FRFR which requires two (2) readings before formal adoption.

STRATEGIC PLAN ALIGNMENT:

- Safe & Welcoming community
    - *Provide and maintain public safety services and awareness in our Community*

LEGAL ADVICE:

The Town Attorney prepared the ordinance presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recommends approval of Ordinance 2024-240 on second reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-240

AMENDING "TABLE 3-8: IMPACT FEES" OF THE TOWN OF JOHNSTOWN LAND USE AND DEVELOPMENT CODE CONCERNING IMPACT FEES IMPOSED ON BEHALF OF THE FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, impact fees are one-time payments that fund the construction and expansion of public facilities needed to accommodate new development, as determined by level of service standards, with the intent being that new development pay for its proportionate share of the capital costs of additional infrastructure capacity needed to serve the new development; and

WHEREAS, pursuant to C.R.S. § 29-20-104.5 ("Impact Fee Act"), the Town has the authority to impose an impact fee as a condition of issuance of a development permit to fund expenditures incurred by fire and emergency services providers for capital facilities needed to serve new development and a fire and emergency services provider is thereafter authorized to receive and spend the impact fees imposed by the Town for the purposes described in the Impact Fee Act; and

WHEREAS, the Front Range Fire Rescue Fire Protection District ("District") is a political subdivision of the State of Colorado, formed pursuant to Title 32, Colorado Revised Statutes, to provide fire suppression, fire prevention, emergency medical, emergency rescue and other related services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, which includes property lying within the Town's jurisdictional boundaries, and is thus a fire and emergency services provider as contemplated by the Impact Fee Act; and

WHEREAS, by Ordinance No. 2018-154, based on a request from the District and pursuant to a nexus study that evaluated the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development had on the District's Capital Facilities ("Nexus Study"), the Town agreed to impose an impact fee on the District's behalf; and

WHEREAS, concurrently therewith, on or about December 3, 2018, the Town and the District entered into an Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees with the District ("IGA"); and

WHEREAS, pursuant to the IGA, the District agreed to update the Nexus Study no less frequently than every five (5) years to ensure, among other requirements, that the impact fees remain reasonably related to the impacts of both new residential and non-residential development on the District's capital facilities; and

WHEREAS, on or about May 15, 2023, the District obtained an updated nexus study prepared by BBC Research & Consulting, Inc. ("Updated Nexus Study"); and

WHEREAS, the Updated Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the District's capital facilities at a rate no greater than necessary to defray the impacts directly related to development within the jurisdictional boundaries of the District and concluded that the following impact fees are warranted: $1,354.00 per single family home, two-family home and townhome; $1,247.00 per multi-family home; and $1.53 per square foot for non-residential use; and

WHEREAS, on August 8, 2023, the District's Board of Directors adopted a Resolution approving the updated impact fee schedule at the levels set forth in the Updated Nexus Study; and

WHEREAS, on January 17, 2024, the District presented the findings of the Updated Nexus Study to the Town Council and requested that the Town Council adopt the updated impact fee schedule; and

WHEREAS, after duly considering the District's request, the Town agrees to impose the updated impact fee schedule on the District's behalf; and

WHEREAS, the updated impact fees herein described are legislatively adopted, generally applicable to broad classes of property and, based on the Updated Nexus Study, no greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, based on the foregoing and based on the Updated Nexus Study, the Town Council desires to amend "Table 3-8: Impact Fees" of the Town of Johnstown Land Use and Development Code to modify the impact fees imposed on behalf of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO:

Section 1. "Table 3-8: Impact Fees" of the Town of Johnstown Land Use and Development Code ("LUDC") is hereby amended to reflect the following impact fees on behalf of the Front Range Fire Rescue Fire Protection District:

RESIDENTIAL	
UNIT TYPE	FEE PER DWELLING UNIT

Single Family, Townhome or Two-Family	$1,354.00
Multi-Family	$1,247.00
NON-RESIDENTIAL	
UNIT TYPE	FEE PER SQUARE FOOT
Any Non-Residential	$1.53

Town staff is hereby directed to amend the LUDC to codify the foregoing and to thereafter make copies of the amended LUDC available in the office of the Town Clerk and republish the amended LUDC on the Town's official website.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 5 day of February, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

By: Troy D. Mellon
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

BEFORE THE BOARD OF DIRECTORS OF THE FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT

RESOLUTION 2023 – 03

A RESOLUTION ADOPTING AN UPDATED IMPACT FEE SCHEDULE

WHEREAS, the Front Range Fire Rescue Fire Protection District ("District") is a political subdivision of the State of Colorado, formed pursuant to Title 32, Colorado Revised Statutes ("C.R.S") to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services to the citizens and their property within its jurisdiction, and to individuals passing through its jurisdiction;

WHEREAS, pursuant to § 32-1-1002(1)(d.5), C.R.S., the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in § 29-20-104.5, C.R.S.; and

WHEREAS, the District obtained its first Impact Fee Study, dated October 3, 2018, to evaluate the essential nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**"); and

WHEREAS, the District approved the initial Impact Fee Schedule by Resolution 2018-08 in accordance with the Nexus Study and entered into Intergovernmental Agreements with the Town of Johnstown and Larimer County for the collection of impact fees ("Impact Fee IGA's"); and

WHEREAS, the Impact Fee IGA's contemplated an update to the Nexus Study with the earliest deadline for an updated Nexus Study required within 5 years of the original study; and

WHEREAS, the District obtained an updated Impact Fee Study, dated May 15, 2023, to re-evaluate the essential nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Updated Nexus Study**"). The Updated Nexus Study recommended changes to the District's Impact Fee Schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"); and

WHEREAS, the District's Board of Directors has determined it is in the best interests of the District and the citizens it serves to adopt the Updated Impact Fee Schedule to ensure that new development continues to pay its own way when it comes to the capital improvements of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT, WELD AND LARIMER COUNTIES, COLORADO:

1. The Updated Impact Fee Schedule, as described in attached Exhibit A is hereby adopted and approved;

2. No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which a District impact fee is imposed pursuant to the Impact Fee Schedule; and

3. The collection of District Impact Fees shall continue to be subject to the terms of the Impact Fee IGA's and any additional Intergovernmental Agreements that the District enters into with a Town or County regarding the imposition and collection of impact fees;

4. If a District Impact Fee is owed by a developer, the District and the developer may mutually determine whether the developer will make an "in-kind" contribution to the District in lieu of paying all or part of the District Impact Fee.

5. Staff is directed to forward this Resolution, the Updated Nexus Study, and the Updated Impact Fee Schedule to the Town of Johnstown and Larimer County, and to take all additional steps necessary to effectuate the imposition of the Updated Impact Fee Schedule, in accordance with the Impact Fee IGA's.

Adopted this 8th day of August, 2023

Introduced, read, and adopted by the Board of Directors of the Front Range Fire Rescue Fire Protection District on this 8th day of August, 2023.

ATTEST:

Board President

Board Secretary

EXHIBIT A

FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE

Effective January 1, 2024

Property Use	2024 Impact Fee
Single Family Unit (includes Duplex and Townhome)	$1,354
Multi-Family Unit (apartment and condominium)	$1,247
Commercial square foot	$1.53
Industrial square foot	$1.53

* Fire Service Impact Fees will be adjusted annually at the start of each year based on the U.S. Bureau of Labor Statistics' Western Information Office's consumer price index for the West Region (https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

BBC RESEARCH & CONSULTING

Front Range Fire Rescue Impact Fee Study

FINAL REPORT

Final Report

May 15th, 2023

Front Range Fire Rescue Impact Fee Study

Prepared for:
Front Range Fire Rescue
P.O. Box 130
Milliken, CO 80543

Prepared by:
BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com

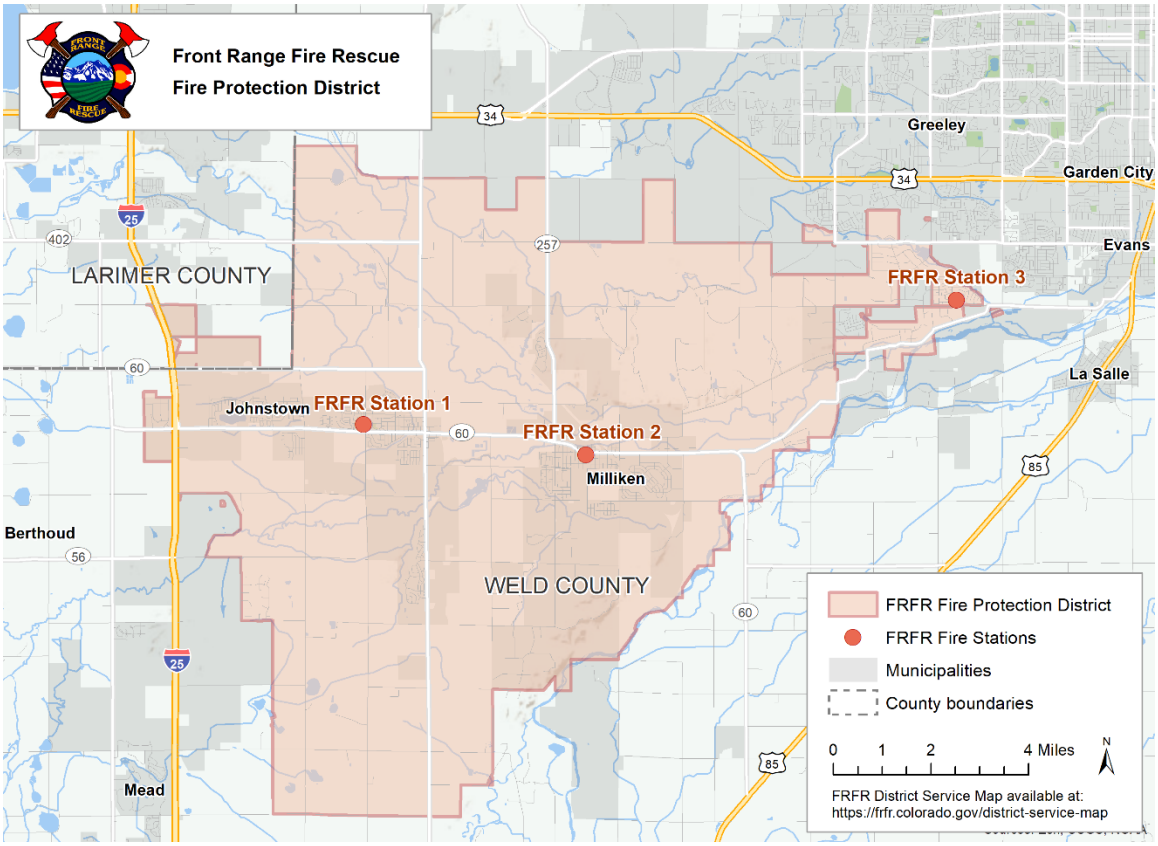
BBC RESEARCH & CONSULTING

SECTION I.
Introduction

Front Range Fire Rescue Fire Protection District (FRFR) provides fire rescue, emergency medical, and life safety and fire prevention services in Weld and Larimer Counties, serving the Town of Johnstown, the Town of Milliken, and parts of unincorporated Weld and Larimer Counties, as shown in Figure I-1. FRFR's service area includes both urban and rural land uses.

Many fire districts in Colorado impose development impact fees for expansion of public infrastructure. Colorado statute and a series of United States Supreme Court decisions dictate the amounts that districts can charge in impact fees and how they can devise, impose, and spend them. Because of those requirements, FRFR retained BBC Research & Consulting (BBC) in 2023 to conduct a feasibility assessment and prepare a report documenting the calculation of appropriate fees for its services. This report documents BBC's analysis and recommendations for updating the impact fee system that would recover the proportional capital costs associated with new development.

Figure I-1.
Front Range Fire Rescue Fire Protection District Service Area



Source: Fire districts data aggregated by the Colorado Department of Local Affairs. Downloaded from Colorado Information Marketplace, at https://data.colorado.gov/Local-Aggregation/Fire-Districts-in-Colorado/ua3v-vcuh.

A. Impact Fee Requirements

Although there is no universally accepted definition of defensible impact fees, most feasibility assessments focus on the following requirements:

- *One-time application*, meaning that fees are a one-time payment for new development;
- *Restricted use*, meaning that fees are only applicable to infrastructure expansion projects;
- *New development*, meaning that fees are only applicable to new development and not improvements to existing developments; and
- *Proportionality requirements*, meaning that fees must be limited to the proportionate share of the capital costs associated with providing services to the new development.

For example, Juergensmeyer and Thomas (2008) describe impact fees as:

> *"Fees collected through a set schedule or formula, spelled out in a local ordinance …. fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure…"*[1]

1. Colorado requirements. Consistent with Juergensmeyer and Thomas's (2008) description of impact fees, Colorado law specifies the following requirements for impact fees:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for capital infrastructure projects:
  - Applicable projects must have a five-year life.
  - No funds can be diverted for operations, maintenance, repair, or facility replacement.
- Impact fee revenue must be segregated from other revenue and used for the purposes for which it was collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenue must be used for capital infrastructure expansion. No funds can be used for correcting existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

2. Supreme Court decisions. Impact fees must also be in accordance with a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee requirements are often referred to as *Nollan* and *Dolan*.[2] Guidance from those decisions requires that there be an "essential nexus" between the fee and the community's interest. In *Dolan v. City of Tigard* (1994), the Supreme Court held that, in addition to an "essential nexus," there must be

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[1] Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

2 *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

"rough proportionality" between the proposed fee and the impacts that the fee is intended to mitigate. In *Dolan,* the Court further ruled that "rough proportionality" need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the project:

> *"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."*[3]

Over the past two decades since *Dolan*, many fire districts have imposed impact fees, resulting in a broad set of common practices when considering how best to reflect judicial and statutory requirements in designing new fees.

B. Fee Applicability

As noted above, fire districts can only use impact fee revenue to cover the costs of any necessary expansion of public infrastructure that is needed to serve new development. In addition, fee amounts can only be set in a manner that is proportional to the cost of such infrastructure expansion.

1. Public infrastructure. *Public or capital infrastructure* is the physical component of public services. Under Colorado statute, the definition of *infrastructure* can include all equipment that has at least a five-year lifetime. It does not include personnel or any elements of service costs, even in circumstances where new staff is required to operate new facilities. Public infrastructure generally includes buildings, facilities, parking, lighting, recreation centers, or other support facilities. Capital infrastructure generally includes streets, parks, administrative facilities, specialized fire or police buildings, and recreational facilities.

2. Nature of infrastructure investments. Not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most fire districts make infrastructure investments not because of growth pressures but for the repair and replacement of existing facilities. For example, fire districts often make infrastructure investments related to:

- *Repair and replacement of existing facilities*, such as annual building maintenance or replacing a roof;
- *Betterment of existing facilities*, such as introducing new services or improving existing infrastructure without increasing service capacity; and
- *Facilities expansions*, such as expanding an existing building to accommodate growing personnel requirements.

Fire districts are not allowed to account for such investments as part of impact fee calculations.

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[3] *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

C. Capital Standards

In designing impact fees, fire districts must determine the appropriate capital standards applicable to each category of infrastructure. Facility standards can vary widely between districts. Whereas some states have legislation that describes such criteria with great specificity, other states—like Colorado—use more general standards. There are two primary approaches for calculating capital standards.

1. Replacement value approach. Capital standards can be estimated using the replacement value of specific capital facilities and the qualified equipment necessary for each category of infrastructure. For example, a city of 2,500 homes with a 20,000 square foot recreation center that has a replacement value of $5 million would have a recreation center standard of 8 square feet per housing unit (i.e., 20,000 square feet/2,500 homes = 8 square feet per home) and a replacement value of $250 per square foot (i.e., $5 million/20,000 square feet = $250 per square foot). Thus, each existing residence would have an embedded recreational investment of $2,000 per home (i.e., $250 x 8 square feet = $2,000 per home), representing the community's recreational facility standard, which is what a developer could be charged for recreational facilities for each new unit.

If capital standards are defined using a replacement value approach, then calculations of those standards must account for any debt that applies against the relevant infrastructure. Because current residents are already responsible for that debt, it would be duplicative and inappropriate to charge developers impact fees that also include that debt.

2. Plan-based approach. Fire districts can also use a *plan-based approach* to set capital standards, which relies on capital improvement or other specific plans to estimate the value of capital required to serve future development. A plan-based approach requires forecasts of residential and commercial growth and detailed data on capital expansion plans and costs. Plan-based approaches must focus on expansion-related projects or the expansion portion of projects rather than betterment or replacement projects.

D. Other Considerations

Over time, some consensus has emerged on how best to ensure that impact fees comply with state statutes and court rulings. Many of the factors that fire districts must consider in designing fees appropriately are described above, but BBC also presents other considerations that fire districts must make.

- **Allocation by land use**. Courts have indicated that all forms of development that have facility impacts—that is, residential, industrial, and commercial developments—must pay their fair share of expansion costs. If one type of development is exempted from fees, then fees may not be sufficient to cover expansion costs that result from new development.
- **Use specificity**. Impact fee calculations vary between different forms and sizes of residential development and different uses of commercial buildings and how they impact demand for public services. When compelling evidence is available that the forms, sizes, or uses of particular types of development will result in substantially different demands for public services, then fire districts' impact fees should reflect that information.

- **Redevelopment**. The application of impact fees raises questions about how to deal with the redevelopment of existing properties. The redevelopment of a residence—even if it involves full scraping—does not lead to an increase in service demands, because it is still one residential unit with no implications for service delivery costs or capital needs. In contrast, the redevelopment of a larger lot into multiple homes would be assessed an impact fee based on the net number of new residential units, because there would be clear implications for service delivery and capital needs. Commercial redevelopment would be subject to the same considerations.
- **Waivers**. Fire districts should not waive fees unless the funds are reimbursed from other sources such as the general fund or other contributions by the developer to system expansion that exceed the calculated fees.
- **Timing.** Fees should be assessed at the time that building permits are issued.
- **Updates**. Impact fee calculations should be updated periodically. Most fire districts update their fees every two or three years.
- **Fee design costs.** The cost of fee design studies can be recovered through impact fees and used to reimburse districts' expenditures on the studies.

SECTION II.
Impact Fee Derivation

As described in Section I, there are several types of information that fire districts must consider to appropriately set their development impact fees, including determining capital standards. BBC used data from various sources to make appropriate considerations in developing updated development impact fees for FRFR.

- **Capital standards.** BBC used FRFR's planned future investment in facilities as the basis for determining capital standards for its new fees based on the District's projections of future capital requirements to serve new growth. The valuation included estimates of investments in buildings, furniture, fixtures, and durable equipment. Calculations of capital standards must also account for any debt that exists in connection with relevant infrastructure. FRFR did not have any debt associated with its capital at the time this study was conducted.
- **Demand for services by development type.** It is important for fire districts to determine how impact fees should be allocated according to demand for services by land use so that all forms of development pay their fair share of expansion costs. Data from the Weld and Larimer County Assessors regarding existing building types and square footage within the FRFR service area indicate that the large majority of existing development is single family residential (79% single family residential, 5% multifamily residential, 8% commercial, and 8% industrial). BBC allocated FRFR's updated development impact fees accordingly, because the mix of future development in the region is not expected to differ substantially from current land use.
- **Use specificity.** To the extent possible, impact fees should reflect the degree to which different forms, sizes, and uses of particular types of development will result in different demand for public services. However, there is no compelling evidence that suggests that larger homes create more demand for public services than smaller homes. In addition, there is uncertainty about the nature of future commercial development. As a result, BBC treated all residential units equally and all commercial units equally as they relate to public service demand.
- **Fee design costs**: The cost of fee design studies can be recovered through impact fees, so BBC has included the cost of this report in the fee calculations.
- **Proportionality:** By using FRFR's planned future investment in facilities to derive capital standards and then setting fee rates to replace the future standards of facility investment, BBC has ensured that proportionality has been reasonably and fairly derived.

A. FRFR Budget Overview

The FRFR Fire Protection District collects property tax revenue through an 11.642 property tax mill in Weld and Larimer Counties. A millage rate is the tax rate used to calculate local property taxes and represents the amount per every $1,000 of a property's assessed value that a community would charge. In 2022, property taxes accounted for 82 percent of the FRFR total annual revenue of $5.6 million. The remaining revenue came from plan and permit fees, specific ownership taxes, and other revenue sources. Expenditures totaled $5.3 million in 2022, primarily for personnel (64%) and administration (25%). Personnel costs include salaries, benefits, and volunteer incentives.

Front Range Fire Rescue funds capital purchases through the operating budget and through a 2.0 dedicated mill to the Capital Fund. As discussed on Section I pages 3 and 4, capital investments, in general, are used for repair and replacement; betterment of facilities and service standards; and expansion of facilities. The dedicated mill for capital purchases is not restricted to a specific type of capital need and has historically been used to improve the level of service for existing residents. As such, the dedicated capital mill is not a revenue source that would offset impact fees; instead, the property tax revenues are likely to be expended for repair and replacement of existing infrastructure and service improvement as they are currently.

Additional property tax and specific ownership tax revenues that fund FRFR's operating budget will continue to be dedicated to ongoing expenses and will not likely be sufficient to fund the required level of growth-related capital expansion.

If the FRFR FPD chooses to instate impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, FRFR's capital and operating funds will be reserved for fiscally appropriate, non-growth-related uses.

B. Impact Fee Calculations

BBC's calculations of updated development impact fees for FRFR includes the following steps:

1. Quantify the infrastructure investment needed to maintain current level of service given projected growth;
2. Develop estimates of current patterns of building development within the FRFR service area; and
3. Calculate the fire protection infrastructure costs per unit of development (per household or per square foot of nonresidential development).

1. Projected growth and planned future investment. BBC's estimates of household growth rates in FRFR's service area are based on growth projections by the North Front Range Metropolitan Planning Organization (NFRMPO). The existing ratio of single family residential to multifamily residential development within the service area is assumed to remain consistent.

BBC used employment projections from the NFRMPO to estimate new non-residential building development in FRFR's service area. The existing ratios of commercial and industrial building space per job within the service area is assumed to remain consistent.[4] The forecast period for the impact fee calculations is through 2045.

Figure II-1 displays the growth projections for FRFR's service area through 2045. Over the 22-year planning horizon, development in the FRFR service area is projected to produce 12,440 new residential units (11,594 of which are single family and 847 of which are multifamily). Non-residential development is projected to produce 990,000 square feet of additional commercial and retail space and 968,000 square feet of additional industrial space.

Figure II-1.
FRFR Service Area Growth Projections

	Existing Development (2023)	Future Development		
		Growth Rate	Total	New Growth
Single family (units)	7,738	4.2%	19,332	11,594
Multifamily (units)	565	4.2%	1,412	847
Commercial (square feet)	1,277,669	2.6%	2,268,003	990,334
Industrial (square feet)	1,248,701	2.6%	2,216,582	967,881

Sources: Front Range Fire Rescue, Weld County Assessor, Larimer County Assessor, North Front Range Metropolitan Planning Organization, and BBC Research & Consulting.

FRFR's current Capital Improvement Plan details significant investments in facilities and equipment necessary to serve new growth, as shown in Figure II-2. This figure also shows the

[4] In 2023, for each estimated job in the service area there are 111.1 square feet of commercial building space and 108.9 square feet of industrial building space.

portion of the facilities and equipment expense that is eligible to be included in the impact fee calculation.

Figure II-2.
FRFR Facilities and Capital Investment Plan

	Amount	x Growth Percentage	= Amount to Include in Fees
Facilities: Stations			
Station 1	$6,650,000	0%	$0
Station 2	$455,000	0%	$0
Station 3	$200,000	0%	$0
Station 4	$8,000,000	100%	$8,000,000
Station 5	$8,350,000	100%	$8,350,000
Training Grounds	$850,000	0%	$0
Two Rivers Training	$180,000	0%	$0
Logistics Center	$50,000	0%	$0
Fire Apparatus			
2006 2500 gallon Tender (Replacement)	$450,000	0%	$0
2008 Ford Brush Truck (Station 4)	$200,000	100%	$200,000
2010 3500 gallon Tender (Replacement)	$450,000	0%	$0
2013 Dodge Brush Type 6 (Replacement)	$200,000	0%	$0
2015 Pierce PUC Engines (Replacement)	$750,000	0%	$0
2015 Pierce PUC Engines (Replacement)	$750,000	100%	$750,000
2019 Chevy Brush Type 6	$14,000	0%	$0
2024 Ladder Truck TBD	$1,700,000	100%	$1,700,000
2028 Engine (Station 4?)	$750,000	100%	$750,000
Staff Vehicles			
2006 Chevy Pickup (Replacement)	$100,000	0%	$0
2016 Chevy Tahoe (Replacement)	$120,000	0%	$0
2016 Ford Explorer (Replacement)	$120,000	0%	$0
2018 Chevy Colorado (Replacement)	$50,000	0%	$0
2019 Chevy Silverado 1500 (Replacement)	$125,000	0%	$0
2021 Ford F 150 BC Truck (Replacement)	$125,000	0%	$0
2022 Ford F 150 DC Truck	$120,000	0%	$0
2023 LSB Inspector	$50,000	100%	$50,000
2023 Emergency Mgmt.	$50,000	100%	$50,000
2024 OPS BoT LT	$120,000	100%	$120,000
2025 LSB Inspector	$50,000	100%	$50,000
Equipment			
2021 SCBA (Replacement)	$400,000	0%	$0
SCBA (Station 4)	$90,000	100%	$90,000
PPE	$490,000	0%	$0
TIC	$300,000	0%	$0
Fitness Equipment - Station 5	$33,000	100%	$33,000
Fitness Equipment - Station 4	$25,000	100%	$25,000
Other	$15,000	0%	$0
Station Furniture (Station 4)	$300,000	100%	$300,000
Station Furniture (Station 5)	$300,000	100%	$300,000
Extrication Equipment (Station 4)	$100,000	100%	$100,000
Communications & IT			
Radios Replacement	$250,000	0%	$0
Radios (Station 4)	$42,000	100%	$42,000
Office PCs	$10,000	0%	$0
Impact Fee Study	$12,000	100%	$12,000
Subtotal			$20,922,000
***Subtract* Impact Fee Fund Balance**	$1,168,749	100%	$1,168,749
Total			**$19,753,251**

Source: Front Range Fire Rescue Capital Improvement Plan 2023 and discussions with FRFR staff.

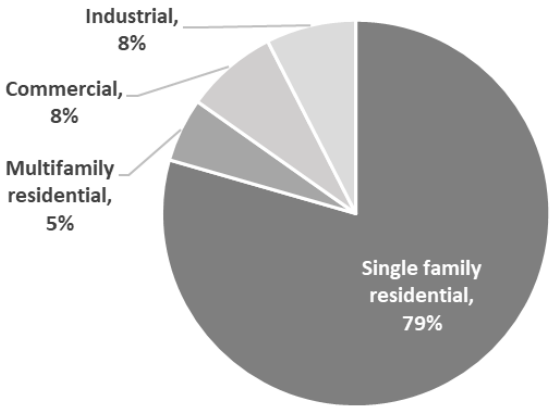
FRFR projects it will need more than $33 million in capital projects to maintain its existing level of service at buildout, including approximately $20 million of capital attributable to new growth. The capital plan includes two fire stations (#4 and #5), each with a built cost of approximately $8 million. Stations 4 and 5 will serve future growth and are therefore 100 percent eligible to be included in the fee calculation. Corresponding equipment and apparatus for the two stations are also included in the fee calculation. Together, the capital required to serve new growth accounts for 60 percent of the total planned investment dollars, all of which are eligible for inclusion in the fee study.

The other 40 percent of the investment outlined in Figure II-2 is not eligible to be included in the fee calculation because the improvements are necessary to maintain the current level of service for existing residents rather than to serve future growth. Repair and renewal of existing stations—as well as the purchase of replacement fire apparatus, vehicles, and equipment—are not eligible to be included in the fee calculation for this same reason.

2. Current distribution of development types. This report utilizes the current distribution of development in the FRFR service area as the basis for allocating eligible infrastructure expansion costs over different types of land uses. This approach is consistent with the Colorado Municipal League's recommendation that cost allocation be based on a measure of land use.

The existing mix of residential and non-residential building square footage is shown in Figure II-3 and is based on data from the Weld County Assessor and the Larimer County Assessor. By square footage, the existing built area in FRFR's service area is 79 percent single family residential, 5 percent multifamily residential, 8 percent commercial, and 8 percent industrial space.

Figure II-3.
Land Uses within FRFR Service Area (% of total built square feet)



Note: Out buildings, roadways, agricultural buildings, mobile homes, schools, churches, and other categories are excluded from the impact fee calculation.

Sources: Front Range Fire Rescue and BBC Research & Consulting.

3. Impact fee calculation. Figure II-4 uses FRFR's capital improvement plan costs to determine appropriate single family residential, multifamily residential, commercial, and industrial impact fees. BBC used the existing distribution of development (Figure II-3) as a proxy for service demand and assigned costs to each type of development accordingly.

Figure II-4 presents fee calculations for each development type. The cost of fire capital infrastructure eligible to be included in the impact fee calculation is presented in the top row of Figure II-4 (and is identical to the last row of Figure II-2).

- The first step in calculating the impact fees was to allocate the total value of future fire capital infrastructure eligible to be included in the impact fee calculation to each type of development based on its proportion of built area as a percent of the total. Thus, BBC allocated 79 percent, or $15.7 million, to single family residential development; 5 percent, or $1.1 million, to multifamily residential development; 8 percent, or $1.5 million, to commercial development; and 8 percent, or $1.5 million, to industrial development.
- Next, BBC allocated infrastructure costs for each development type to the units of future development, based on future growth projections. For residential development, costs were allocated to each unit and for commercial and industrial development, costs were allocated to each square foot. The resulting figures represent the maximum allowable impact fee that can be charged to each unit of new development.

The result of allocating costs in the manner described above resulted in full cost recovery impact fees, which, as shown in the last three rows of Figure II-4 are $1,354 per single family unit, $1,247 per multifamily unit, $1.53 per commercial square foot, and $1.53 per industrial square foot. This is compared to the existing maximum allowable FRFR impact fees of $1,553 per single family unit, $989 per multifamily unit, and $0.88 per non-residential square foot. FRFR can choose to charge less than this amount, but discounts must be uniformly applied to all land use categories.

Figure II-4.
Full Cost Recovery Impact Fees for FRFR

Sources:

Front Range Fire Rescue and BBC Research & Consulting.

Calculation of Impact Fees	
Value of Future Fire Infrastructure	$19,753,251
Building Type Distribution (by square feet)	
Single family	79%
Multifamily	5%
Commercial	8%
Industrial	8%
Costs by Building Type	
Single family	$15,698,788
Multifamily	$1,055,818
Commercial	$1,516,514
Industrial	$1,482,131
Future Development through 2045	
Single family (in dwelling units)	11,594
Multifamily (in dwelling units)	847
Commercial (in square feet)	990,334
Industrial (in square feet)	967,881
Impact Fee by Land Use (rounded)	
Single family (per dwelling unit)	**$1,354**
Multi-family (per dwelling unit)	**$1,247**
Commercial (per square foot)	**$1.53**
Industrial (per square feet)	**$1.53**

SECTION III.
Summary and Recommendations

The development impact fees of $1,354 per single family residential dwelling unit, $1,247 per multifamily residential dwelling unit, and $1.53 per square foot of commercial and industrial development that BBC recommends for FRFR's consideration represent maximum allowable amounts, and we recognize that the District may choose not to adopt fees below these amounts. BBC also offers the following recommendations for implementing the updated fees:

- FRFR should continue to maintain its impact fee fund separate and distinct from its general fund and make withdrawals from the former only to pay for growth-related infrastructure.
- FRFR should adhere to a written policy governing its expenditure of monies from its impact fee fund. The District should not fund operational expenses with impact fees under any circumstance, including the repair and replacement of existing infrastructure not necessitated by growth. In cases when FRFR expects new infrastructure to partially replace existing capacity and to partially serve new growth, cost sharing between its general fund (or capital fund) and its impact fee fund should be considered on a proportional basis as determined by the board.
- FRFR's impact fees should be updated annually at the start of each year based on the U.S. Bureau of Labor Statistic's Western Information Office's consumer price index for the West Region.[5]
- FRFR should continue to conduct impact fee review studies periodically as it invests in additional infrastructure beyond what is listed in this report or if the service area population or inventory of non-residential square footage changes substantially.

[5] https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Resolution 2024-08 Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a Public Hearing Date for the Blue Spruce Ridge Annexation (Case# ANX23-0001)

ACTION PROPOSED: Consideration of Resolution 2024-08 Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a Public Hearing Date for the Blue Spruce Ridge Annexation

ATTACHMENTS:
1. Resolution 2024-08
2. Petition for Annexation
3. Vicinity Map
4. Annexation Map
5. Annexation Impact Report

PRESENTED BY: Tyler Smith, Planner II

AGENDA ITEM DESCRIPTION:

The Town has received a petition for annexation from Blue Spruce Ridge Holdco, LLC., for the Blue Spruce Ridge Annexation of approximately 41.114 acres of land. The proposed property to be annexed meets the eligibility and contiguity requirements of C.R.S. §31-104/105. The proposed property for annexation is contiguous to Johnstown limits along County Road 3E and the current Johnstown boundary falls on the northernmost property line of the subject property.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

- Quality Infrastructure & Facilities
  - *Establish and maintain levels of service to current communities within town limits with the addition of land to the Town with this proposed annexation.*

- *Ensure future viability of infrastructure and facilities to serve proposed annexation and surrounding communities.*

Staff finds that the proposed annexation and zoning is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the applicant. These annexation documents have been found to be in substantial compliance, and a public hearing is recommended.

The Planing and Zoning Commision (PZC) will hold a public hearing on March 13, 2024, prior to the Town Council meeting on April 1, 2024.

This resolution sets the hearing date for this annexation request for Monday, April 1, 2024.

LEGAL ADVICE:

The Town Attorney drafted the resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-08.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2024-08 regarding finding substantial compliance for initiating annexation proceedings and setting a public hearing date for the Blue Spruce Ridge Annexation.

For Denial: Based on the information presented in this hearing, I move to deny Resolution 2024-08 as presented.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-08

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING DATE FOR THE BLUE SPRUCE RIDGE ANNEXATION

WHEREAS, the Town of Johnstown ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with the authority to administer the affairs of the Town; and

WHEREAS, on or about September 20, 2023, Blue Spruce Ridge HoldCo, LLC, a Colorado limited liability company, submitted a Petition for Annexation; and

WHEREAS, the Town Council has reviewed the Petition for Annexation, and, finding substantial compliance as set forth below, desires to initiate annexation proceedings in accordance with the law and set a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. The Town Council finds that a Petition for Annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.086 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, filed with the Town Clerk on or about September 20, 2023, to be known as the "Blue Spruce Ridge Annexation," is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*

Section 2. The Town Council hereby sets a public hearing for such purposes on April 1, 2024, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

Section 3. The Town Clerk shall publish notice of the hearing once per week for four (4) consecutive weeks in the *Johnstown Breeze*, with the first publication at least thirty (30) days prior to the date of the hearing. The Town Clerk shall also send a copy of the published notice, together with a copy of this Resolution and the Petition for Annexation, by registered mail to the Larimer County Board of County Commissioners and to the Larimer County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the date fixed for such hearing.

Section 4. This Resolution shall be effective on the date hereof.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

EXHIBIT A

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23' East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING: thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

PETITION FOR ANNEXATION
To the Town of Johnstown
(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petitions the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Blue Spruce Ridge, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-108.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Fire District (to be excluded), Front Range Fire Rescue Fire Protection District (to be included), Aims Junior College District, and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any

water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

__x__ No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.

_____A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required $100.00 for publication costs.

APPLICANT:

Blue Spruce Ridge HoldCo, LLC
a Colorado limited liability company

By: Blue Spruce Ridge ManageCo, LLC
a Colorado limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: _____
Name: Jennifer Schrader
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 20th day of September, 2023, by Jennifer Schrader, authorized signer, Blue Spruce Ridge HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027

SHIRLEY CLAVELL
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 645606
Expires March 21, 2027

_____
Notary Public

MAILING ADDRESSES:

Blue Spruce Ridge HoldCo, LLC
Attention: Roy Bade
Copy: Courtney Crump
8901 E Mountain View Road, # 150
Scottsdale, AZ 85258

EXHIBIT "A"

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23' East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING: thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

PETITION FOR EXCLUSION OF LAND
From Loveland Rural Fire Protection District

TO: Timothy E. Sendelbach, Fire Chief
Loveland Fire Rescue Authority
550 W. Eisenhower Blvd
Loveland, CO 80537

The undersigned Petitioner hereby respectfully petitions the Loveland Rural Fire Protection District (the "District"), acting by and through its Board of Directors, for the exclusion of certain real property ("Property") from the boundaries of the District.

Exclusion from District is sought pursuant to §32-1-501, *et seq.*, C.R.S.

The Petitioner represent that it is the fee owner of the Property and that no other person, persons, entity, or entities own an interest therein except as beneficial holders of encumbrances, if any. As fee owner, the Petitioner hereby assents to the exclusion of the Property from the District.

The legal description of the Property to be excluded from the District is attached hereto as Exhibit A and incorporated herein by this reference.

Petitioner: Blue Spruce Ridge HoldCo, LLC, a Colorado limited liability company

Assessor Parcel No. 8526000031
Vacant Land, Johnstown, CO 80534

WHEREOF, the Petitioner hereby request that the Board of Directors of the District grant this Petition for Exclusion of Land from the District's boundaries pursuant to §32-1-501, *et seq.*, C.R.S.

[REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS]

PETITIONER:

Blue Spruce Ridge HoldCo, LLC
a Colorado limited liability company

By: Blue Spruce Ridge ManageCo, LLC
a Colorado limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: _____
Name: Jennifer Schrader
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 20th day of September, 2023, by Jennifer Schrader, authorized signer, Blue Spruce Ridge HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027

SHIRLEY CLAVELL
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 645606
Expires March 21, 2027

_____
Notary Public

Petitioner Address: 8901 E Mountain View Rd., Ste 150 Scottsdale AZ, 85258

EXHIBIT A

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23' East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING: thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

STATE OF COLORADO	)	**BEFORE THE BOARD OF DIRECTORS OF THE**
	) ss	**FRONT RANGE FIRE RESCUE**
COUNTY OF LARIMER	)	**FIRE PROTECTION DISTRICT**

PETITION FOR INCLUSION

I Jennifer Schrader, authorized signer for Blue Spruce Ridge HoldCo, LLC, a Colorado limited liability company ("Petitioner") are the fee owner of one hundred percent of the following-described real property, which is capable of being served by, and presently located in, the Loveland Rural Fire Protection District.

2. **A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY IS ATTACHED HERETO AS EXHIBIT A.**

3. The above-described property is: [Check one]

_X_ Presently included in the Loveland Rural Fire Protection District; or

____ Not presently included in any fire protection district.

There is no cost to the Property Owner(s) for inclusion proceedings incurred by the Front Range Fire Rescue Fire Protection District.

4. The undersigned assent to the inclusion of the above-described property into the Front Range Fire Rescue Fire Protection District and request that the Board of Directors of said District grant this Petition after public notice and hearing as provided by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS]

PETITIONER:

Blue Spruce Ridge HoldCo, LLC
a Colorado limited liability company

By: Blue Spruce Ridge ManageCo, LLC
a Colorado limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: Jennifer Schrader
Name: Jennifer Schrader
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 20th day of September, 2023, by Jennifer Schrader, authorized signer, Blue Spruce Ridge HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027

SHIRLEY CLAVELL
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 645606
Expires March 21, 2027

Notary Public

EXHIBIT A

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

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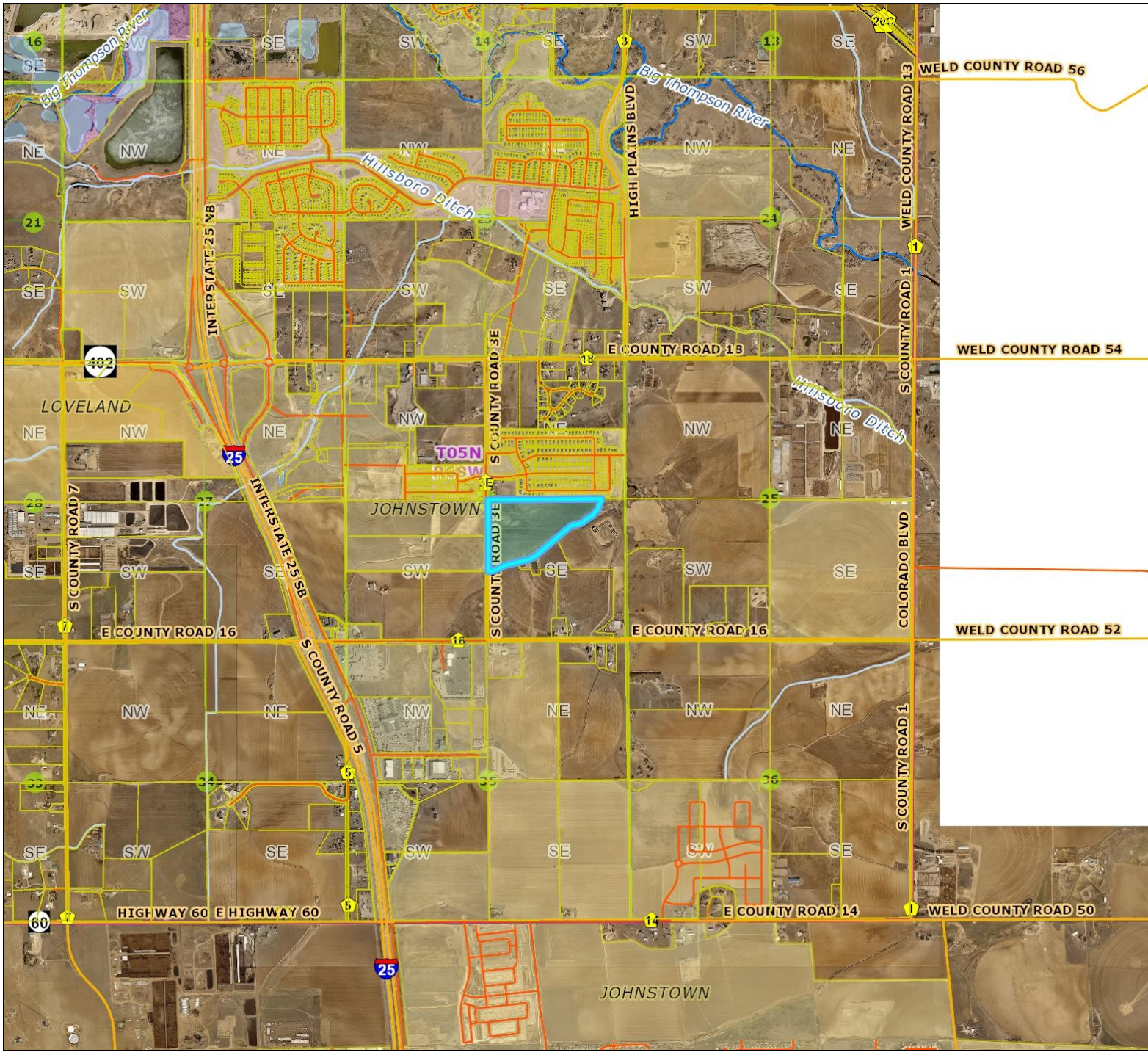
Larimer County Web Map



Legend

- Tax Parcels
- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Incorporated Areas
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- City or Town

30969E146467N.sid

- Red: Band_1
- Green: Band_2
- Blue: Band_3

30969E144091N.sid

Notes

0.4 0 0.4 Miles

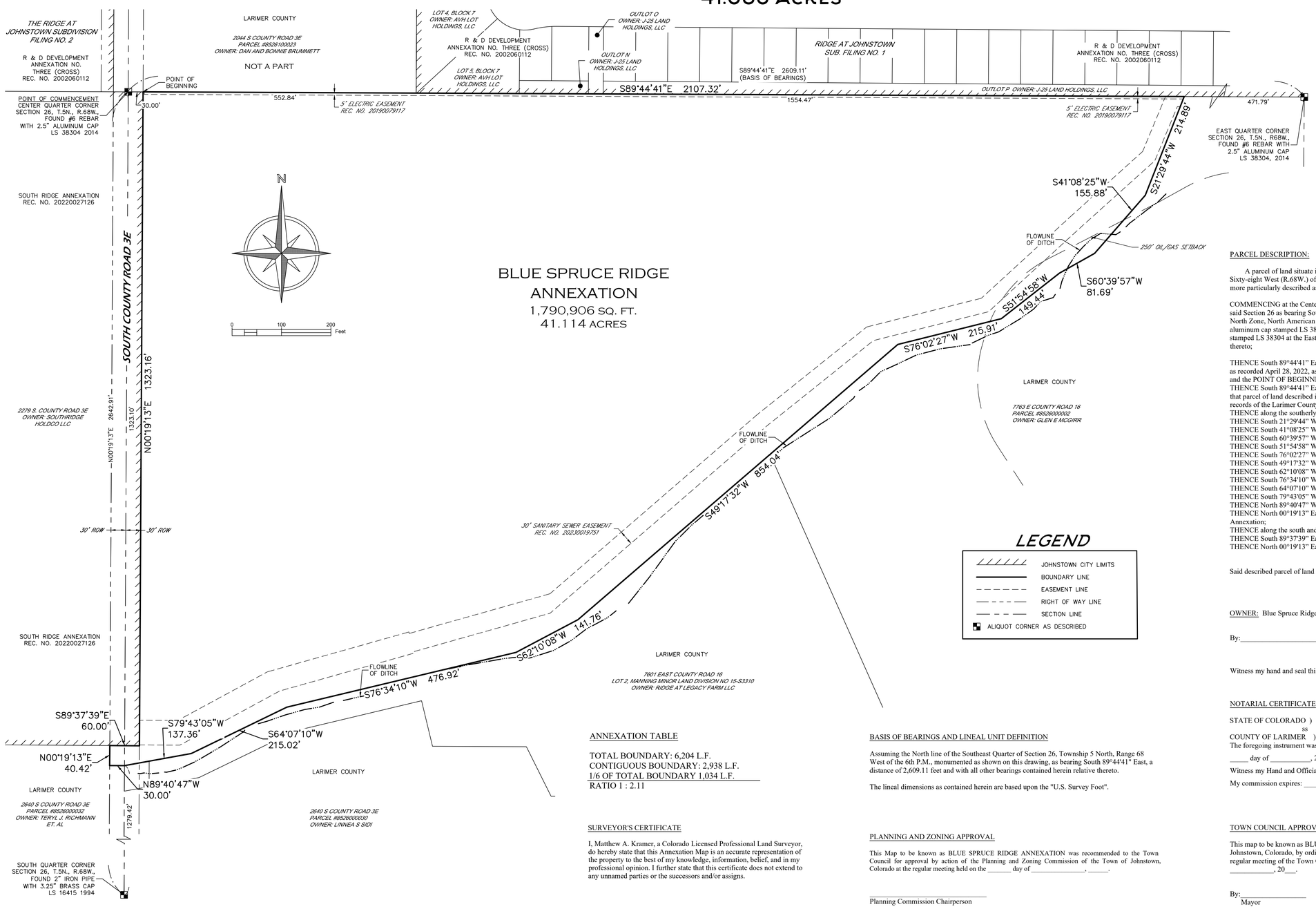
Date Prepared: 2/12/2024 10:29:04 AM

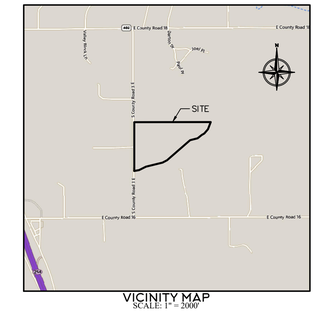
Scale
1: 31,680

This map was created by Larimer County GIS using data from multiple sources fo
informal purposes only. This map may not reflect recent updates prior to the date o
printing. Larimer County makes no warranty or guarante rning th
completeness, accuracy, or reliability of the con resented

BLUE SPRUCE RIDGE ANNEXATION MAP

Being an Annexation to the Town of Johnstown, Colorado
Situate in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M.
County of Larimer, State of Colorado
41.086 Acres





VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- JOHNSTOWN CITY LIMITS
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- ALIQUOT CORNER AS DESCRIBED

ANNEXATION TABLE

TOTAL BOUNDARY: 6,204 L.F.
CONTIGUOUS BOUNDARY: 2,938 L.F.
1/6 OF TOTAL BOUNDARY 1,034 L.F.
RATIO 1 : 2.11

SURVEYOR'S CERTIFICATE

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.

PRELIMINARY

Matthew A. Kramer - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844
mattk@majesticsurveying.com

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing South 89°44'41" East, a distance of 2,609.11 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

PLANNING AND ZONING APPROVAL

This Map to be known as BLUE SPRUCE RIDGE ANNEXATION was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at the regular meeting held on the _____ day of _____, _____.

_____
Planning Commission Chairperson

PARCEL DESCRIPTION:

A parcel of land situate in the South Half of Section Twenty-six (26), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 26 and assuming the north line of the Southeast Quarter of said Section 26 as bearing South 89°44'41" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,609.11 feet, monumented by a #6 rebar with 2.5" aluminum cap stamped LS 38304 at said Center Quarter Corner and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 38304 at the East Quarter Corner of said Section 26 and with all other bearings contained herein relative thereto;

THENCE South 89°44'41" East, along said north line, a distance of 30.00 feet to the east line of South Ridge Annexation, as recorded April 28, 2022, as reception number 20220027126 of the records of the Larimer County Clerk and Recorder, and the POINT OF BEGINNING;
THENCE South 89°44'41" East, continuing along said north line, a distance of 2,107.32 feet, to the northeast corner of that parcel of land described in Special Warranty Deed recorded March 17, 2023, as reception number 20230010204 of the records of the Larimer County Clerk and Recorder;
THENCE along the southerly line of said reception number 20230010204 the following ten (10) courses;
THENCE South 21°29'44" West a distance of 214.89 feet;
THENCE South 41°08'25" West a distance of 155.88 feet;
THENCE South 60°39'57" West a distance of 81.69 feet;
THENCE South 51°54'58" West a distance of 149.44 feet;
THENCE South 76°02'27" West a distance of 215.91 feet;
THENCE South 49°17'32" West a distance of 854.04 feet;
THENCE South 62°10'08" West a distance of 141.76 feet;
THENCE South 76°34'10" West a distance of 476.92 feet;
THENCE South 64°07'10" West a distance of 215.02 feet;
THENCE South 79°43'05" West a distance of 137.36 feet to the west line of said Southeast Quarter;
THENCE North 89°40'47" West a distance of 30.00 feet to the west Right-of-Way of South County Road 3E;
THENCE North 00°19'13" East, along said west line, a distance of 40.42 feet, to the south line of said South Ridge Annexation;
THENCE along the south and east lines of South Ridge Annexation the following two courses;
THENCE South 89°37'39" East a distance of 60.00 feet to the east Right-of-Way of said South County Road 3E;
THENCE North 00°19'13" East, along said east line, a distance of 1,323.16 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,790,906 Square Feet or 41.114 Acres, more or less (±).

OWNER: Blue Spruce Ridge HoldCO LLC

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____this _____ day of _____, 20___.

Witness my Hand and Official Seal.

My commission expires: _____.

TOWN COUNCIL APPROVAL:

This map to be known as BLUE SPRUCE RIDGE ANNEXATION is approved and accepted to the Town of Johnstown, Colorado, by ordinance number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____day of _____, 20___.

By:_____ Attest:_____
Mayor Town Clerk

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0823182-414, dated August 28, 2023, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJ. NO: 2022266-A	PROJECT NAME: BLUE SPRUCE	REVISIONS:	DATE:
DATE: 6-9-2023	CLIENT: H & G		
DRAWN BY: MAK	FILE NAME: 2022266-A_ANNEX		
CHECKED BY: MF	SCALE: 1" = 100'		

1
SHEET 1 OF 1

This Annexation Impact Report is provided in compliance with Johnstown Land Use and Development Code sec. 17-2-12.C.8 and C.R.S. 31-12-108.5, which requires:

1. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

   The Town of Johnstown has adopted the *Johnstown Area Comprehensive Plan (January 2023)* and the *Transportation Master Plan (February 2008)* which includes framework for land use, transportation and public infrastructure planning; e.g. sanitary sewer mains and treatment facilities, stormwater facilities, as well as road maintenance, police protection, parks and recreation and library services to the area proposed for annexation, which is within the Johnstown Planning Area.

2. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

   The Developer, Blue Spruce Ridge HoldCo, LLC, will finance municipal services to the proposed annexation area in the same or similar method as The Ridge at Johnstown. Developer will finance the municipal services through subdivision improvement requirements and impact fees required by the Town as described in the Development Agreement, capital improvement programs sponsored by the Developer, and municipal bond financing by The Villages at Johnstown Metro District Nos. 3-8 when Blue Spruce is included in the District.

3. A statement identifying existing tax districts within the area to be annexed;

   According to the Larimer County Assessor, the following tax districts are within the area to be annexed:

   - Thompson R2-J General Fund

   - Thompson R2-J Bond Payment

   - Larimer County

   - Loveland Fire District (Petition for Exclusion to be filed)

   - Front Range Fire Rescue (Petition for Inclusion to be filed)

   - Thompson Valley Health Service District

   - Northern Colorado Water Conservancy District

   - Larimer County Pest Control District

- Little Thompson Water District

4. A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

Applicant will inquire about the impacts to the R2-J district of approximately 280 single-family and multi-family homes in Blue Spruce Ridge. At the time of this submittal, Applicant does not have calculations from the R2-J District and will submit when provided. It is anticipated that Blue Spruce Ridge school age children will attend Riverview PK-8 and existing high schools within the R2-J District. Developer will review cash-in-lieu contribution to the R2-J District to satisfy its requirements.

5. A map (or maps) of the municipality and adjacent territory to show the following information:

a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Maps for this annexation are being submitted concurrently with this application.

b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation (from Town master plans);

The Parcel is vacant and is contiguous to The Ridge at Johnstown to the North, and to South Ridge to the west, and is surrounded by private property in Larimer County to the east and south, as shown in the Zoning and Annexation Maps. The recent upgrades to CR3e, CR 16, and CR 18 will be adequate to service the proposed annexation. Sanitary is in the Parcel and is shared with South Ridge to the West, and the Ridge to the North. Water will be obtained from an existing 20" watermain in CR 3e. Utility infrastructure will be supplied from CR3e, in coordination with The Ridge and South Ridge. Once a proposal for development has been submitted, the required infrastructure upgrades will be identified.

c. The existing and proposed land use pattern in the areas to be annexed.

Existing zoning is RR2, Rural Residential, in Larimer County. The land was historically used for agricultural farming. The contiguous parcel to the north, The Ridge at Johnstown was annexed in to the Town by annexation plat recorded at reception no. 20020060112 ("The Ridge"). The property to the west, across CR3e, South Ridge was annexed into the Town by annexation plat recorded at reception no. 20220027126 ("South Ridge"). Both The Ridge and South Ridge are zoned Planned Unit Development Residential District ("PUD-R"). Blue Spruce Ridge is sought to be annexed as R-2 Mixed-density Neighborhood, which is consistent with the existing surrounding land use pattern within the Town of Johnstown and will coordinate with The Ridge and

South Ridge as single family residential development as to infrastructure, development and traffic control.

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Amendment of Water and Sewer Service Agreement for Thompson River Ranch

ATTACHMENTS: 1. Amended WSSA- Thompson River Ranch Pool/Clubhouse

PRESENTED BY: Lilly Cory, Planner I

AGENDA ITEM DESCRIPTION:

The Developer, Clayton Properties Group II, Inc., dba Oakwood Homes, entered into a Water Sewer Service Agreement on September 7, 2022, this amended and restated WSSA is to replace and supersede the September 7, 2022, agreement. The Developer seeks to modify the development with the construction of an additional pool, clubhouse, and greenspace amenities. An additional 7.3 acres (18.25 AF) of non-potable irrigation will be required for the proposed greenspace, from the pre-existing line of non-potable credit.

The required water court fees were paid to the Town in 2018. Additional pre-existing water credits are remaining for future filings in the Thompson River Ranch Subdivision.

STRATEGIC PLAN ALIGNMENT:

Quality Infrastructure & Facilities

- *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The agreement was approved by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Amended WSSA- Thompson River Ranch Pool/Clubhouse.

Reviewed and Approved for Presentation,

Town Manager

AMENDED AND RESTATED
WATER AND SEWER SERVICE AGREEMENT
(THOMPSON RIVER RANCH POOL/CLUBHOUSE)

THIS AMENDED AND RESTATED WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 7 day of February, 2024, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns an interest in land located in a portion of Section 23, T.05N. R.68W., 6th P.M., Larimer County, Colorado, more particularly known as Lot 1 of Thompson River Ranch Filing No. 11, N1/2 and SE1/4 of section 23, T.05N, R.68W of the 6th P.M as shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000; and

WHEREAS, Developer and the Town entered into that certain Water and Sewer Service Agreement dated September 7, 2022, recorded in the office of the Larimer County Clerk and Recorder at Reception No. 20220055475 ("September 7, 2022 Agreement") that addressed the water needs of the Subject Property at that time; however Developer seeks to modify the development and thus amend and restate said agreement. This Amended and Restated Water and Sewer Service Agreement will supersede and replace the September 7, 2022 Agreement in full; and

WHEREAS, the Subject Property is being developed by Developer as a 5,981 sq. ft. multiuse clubhouse as well as a 4,838 sq. ft pool with 0.954 acre of irrigated landscape and 7.3 acres of common area irrigated landscape. Of the total landscape, 0.787 acre will be spray-irrigated turf and 0.167 will be drip-irrigated shrubs, trees, and plant beds from a potable source and 7.3 will be spray-irrigated landscaping from a non-potable source; and

WHEREAS, Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, ("Ordinance"), Developer has submitted to the Town a preliminary water

and sewer demand analysis for the Project. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town's Water Engineer by memorandum dated March 1, 2022. This analysis was further revised pursuant to mapping provided by the Developer, indicating the addition of 7.3 acres of non-potable irrigation. The analysis addresses all of the projected water demands for the Subject Property. Said analysis indicates that the water dedication set forth in Paragraph 2 will meet the estimated water supply needs for the Subject Property as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	0.94	0.05
Pool	0.52	0.21
Irrigated Landscape	2.22	1.88
Total Potable	**3.68**	**2.14**
Common Area Landscape Irrigation (non-potable) (7.3 acres)	18.25	15.51
Total Non-Potable	**18.25**	**15.51**

2. Water Rights Dedication and Credits.

A. Pre-existing Credit.

i. SFE Water Bank. Pursuant to an Assignment, Assumption and Bill of Sale from W.R. Investment, LLC ("WRI") and Exit 223, LLC to Clayton Properties Group II, Inc. d/b/a Oakwood Homes, dated on or about September 19, 2018, Developer acquired a water bank containing 610 single family equivalent ("SFE") from WRI.

ii. Common Area Landscape. Pursuant to the Water Agreement between the Town and WRI, dated on or about May 7, 2018, and the Assignment, Assumption and Bill of Sale from WRI and Exit 223, LLC to the Developer, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation ("Town Common Area Irrigation Supply"). Prior to the use of water for the Project, the Developer has irrigated 85.24 acres of common area from the Town Common Area Irrigation Supply.

B. Credit for the Project.

i. Residential In-Building and Residential Irrigation. The Parties agree that a portion of the now existing credit from the Clayton Property Group SFE Water Credit Bank described in paragraph 2.A.i., above, in the amount of 7.36 SFE, representing 3.68 acre-feet/year, will be used to supply the potable water needs for in-building use, the pool, and the irrigated landscape requirements as set forth in paragraph 1, above.

ii. Common Area Landscape. The Parties agree that the Subject Property will contain 7.3 acres of common area irrigation to be used from the Town Common Area Irrigation Supply described in paragraph 2.A.ii., above. The common area irrigation is equivalent to 18.25 acre-feet of water demand.

3. Surplus Dedication Credit. Subsequent to use of the available credits from the two water credit banks described in paragraph 2 above, Developer will retain water credits in excess of the demand for the Subject Property. Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, if necessary, said credit may be utilized within the Subject Property to offset increased demands, if any, which are not currently projected.

4. Commitment to Serve Water and Sewer. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 1.46 acre-feet per year of water supply for in-building use and the pool, together with the corresponding sewer service. The Town further agrees to provide up to 2.22 acre-feet of potable water for 0.954 irrigated acres and up to 18.25 acre-feet of non-potable water for 7.3 acres of common area irrigation as described above.

5. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require, at its discretion, additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. The water court transfer fee for the dedications of the above-described water supply was previously paid to the Town. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

7. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:	TO THE TOWN:
Clayton Properties Group II, Inc. Attn: Brett Price Regional Vice President of Land 4908 Tower Road Denver, CO 80249	Town of Johnstown c/o Town Clerk P.O. Box 609 450 S Parish Ave.

Johnstown, CO 80534
hhill@JohnstownCO.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

17. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

18. Recordation. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, shall run with the Subject Property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow on separate page

Clayton Properties Group II, Inc.

By: _____
Brett Price
Assistant Secretary

STATE OF COLORADO)
) ss
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 7 day of February, 2024 by Brett Price of Clayton Properties Group II, Inc.

Witness my hand and official seal.

TERRI GROVES
Notary Public
State of Colorado
Notary ID # 20214002333
My Commission Expires 01-19-2025

_____
Notary Public

_____
4908 Tower Rd. Denver, CO. 80249
Address
303-486-8739
Telephone

My Commission Expires: 01-19-2025

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Site Development Plan Agreement with Journey Homes, LLC for The Ridge Multi-Family Development

ATTACHMENTS:
1. Town of Johnstown Site Development Plan Agreement for The Ridge Multi-Family Site Development Plan
2. The Ridge at Johnstown Subdivision Filing No. 3 Final Plat, Approved September 6, 2023

PRESENTED BY: Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:

Journey Homes, LLC has requested consideration of the Site Development Plan Agreement (Agreement) with Journey Homes, LLC for The Ridge Multi-Family Development. The Ridge Multi-Family Development is located on Lot 1 of The Ridge at Johnstown Filing No. 3 Subdivision (The Ridge) which was approved on September 6, 2023. Lot 1 of The Ridge encompasses approximately 23.8 acres, located east of I-25, south of Larimer CR 18 (Freedom Parkway), and west of Larimer CR 3E. The site development plan includes detailed civil engineering plans and reports for The Ridge, with additional specific obligations outlined in Exhibit B of the agreement.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. It should be noted, that there is no Water and Sewer Service Agreement (WSSA) accompanying this Agreement because the applicant does not currently have the necessary water to dedicate to the project. The applicant is requesting approval of this Agreement in order to start work on the horizontal improvements associated with the project, which includes underground utilities, drainage facilities, etc. As noted in bullet point 1 below, no building permits will be issued until the requisite allotment of water is dedicated to the Town. Exhibit B details additional obligations of the Developer, which include:

1. **Prior to issuance of any Building Permits,** the Developer and Town shall execute a Water and Sewer Service Agreement for Phase I of the Development, which shall include, in addition to the other requirements associated with Phase I, the agreed-upon allotment and

dedication of water for the landscape irrigation for the common areas of the Development and the perimeter of the Property.

2. **Prior to issuance of any Building Permits for Phase II of the Development**, the Developer and Town shall execute a Water and Sewer Service Agreement.

3. **Prior to the issuance of a Certificates of Occupancy,** an offsite water main connection from Elsie Avenue through the South Ridge development connecting to the Town's water main in Larimer County Road 3e shall be constructed. This extension is currently being proposed by the developer of the South Ridge development. The connection must either be made by Developer or the developer of the South Ridge development.

4. **Prior to the issuance of a Certificates of Occupancy, t**he Town shall have issued a notice of construction acceptance for the streets shown on The Ridge at Johnstown Subdivision Filing No. 3 Plat as Elsie Avenue, Bade Drive, Caliber Parkway, Bearberry Lane, and the Interstate 25 Frontage Road as well as for all required Town utility and stormwater infrastructure in, along, or serving such streets.

5. **Prior to the issuance of Notice of Construction Acceptance,**
    - For Phase 1, Developer shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of $970.00 per single family equivalent ("SFE"), multiplied by the Development's estimated SFE of 213.91 SFEs (including irrigation), for a total of $207,492.70; and
    - For Phase 2, Developer shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of $970.00 per single family equivalent ("SFE"), multiplied by the Development's estimated SFE of 112.96 SFEs, for a total of $109,571.20.

6. **Phasing**. The Development may be phased as set forth on the map shown below. The following conditions relate to the phasing:
    - Phase I shall include all utilities, all grading, a clubhouse and pool, and ten (10) buildings consisting of two hundred ten (210) units and eight (8) garages; and
    - Phase II shall include eight (8) buildings consisting of one hundred sixty-eight (168) units and five (5) garages.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
    - *Support a broad range of housing options*
- Quality Infrastructure & Facilities
    - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Site Development Plan Agreement with Journey Homes, LLC, for The Ridge Multi-Family Development.

Reviewed and Approved for Presentation,

_____
Town Manager

TOWN OF JOHNSTOWN
SITE DEVELOPMENT PLAN AGREEMENT
(The Ridge at Johnstown, Filing No. 3, Lot 1)

This Site Development Plan Agreement ("Agreement"), is made and entered into on this ___ day of _____, 2024, by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the "Town") and **Journey Homes, LLC,** a Colorado limited liability company ("Developer").

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is subject to that certain Subdivision Development and Improvement Agreement dated on or about August 17, 2023, by and among the Town, J-25 Land Holdings, LLC, a Delaware limited liability company and the Villages at Johnstown Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, recorded in the Office of the Larimer County Clerk and Recorder on October 13, 2023 at Reception No. 20230044232 ("SDIA"); and

WHEREAS, Developer seeks to develop the Property and to designate such development as The Ridge Multifamily ("Development"); and

WHEREAS, Developer has submitted a Site Development Plan to the Town for administrative review and approval; and

WHEREAS, Developer understands and agrees that, as a condition of approval of the Site Development Plan, in addition to Developer's obligation to comply with the SDIA, Developer is required to construct certain Public Improvements, Developer is responsible for the costs and expenses of those Public Improvements unless otherwise provided herein, and the Public Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Public Improvements in accordance with this Agreement, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.2 **"Code"** shall mean the Johnstown Municipal Code, as amended from time to time.

1.3 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.4 **"Development"** shall include all the Property, property rights and Public Improvements within or associated with the legal description in **Exhibit A**.

1.5 **"Maintenance Guarantee"** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described herein.

1.6 "**Notice of Construction Acceptance**" shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.7 "**Notice of Final Acceptance**" or "**Final Acceptance**" shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.8 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.9 **"Performance Guarantee"** shall mean a guarantee that the Public Improvements will be constructed in conformance with the Civil Engineering Construction Plans.

1.10 "**Site Development Plan**" means the Town-approved architectural drawing depicting the general layout and configuration of the Development in compliance with the Town of Johnstown Land Use Development Code, as amended from time to time, including, among other elements, building footprints, parking and street layout, conceptual landscaping and lighting, site cross section drawings and building elevations.

CONSTRUCTION OF PUBLIC IMPROVEMENTS

2.1 ***Pre-Construction***

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Civil Engineering Construction Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

d. **Rights-of-Way, Easements and Permits**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the

Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

a. **Construction Standard**: Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. **Notice to Property Owners**: At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all impacted property owners (as determined by the Town) along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Public Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection***: At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 ***Performance Guarantee***: To secure the construction, installation, improvement and completion of the Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form approved by the Town in an amount equal to 110% of the cost of the improvements ("Performance Guarantee"), which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements.

ACCEPTANCE OF PUBLIC IMPROVEMENTS

3.1 ***Notice of Construction Acceptance***: Developer shall make written application to the Town for acceptance of the Public Improvements, within thirty (30) days of the completion date of the Public Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. Among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Public Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Public Improvements. If the Public Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee. If the Public Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Public Improvements that are not in compliance with the Civil Engineering Construction Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Public Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Public Improvements. If the Public Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee.

3.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance

guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form approved by the Town ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements.

3.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 3.1 and 3.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements prior to completion of all the Public Improvements as long as the Performance Guarantee remains in effect for such uncompleted Public Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Public Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

3.4 ***Maintenance, Repair and Replacement***: Until Final Acceptance, Developer shall warrant the Public Improvements for a period of two (2) years. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

3.5 ***Final Acceptance***: Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Public Improvements. If the Town determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements. If the Town determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Public Improvements. Failure of the Developer to make a timely request for the

issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town.

WATER AND SEWER SERVICE

4.1 Prior to issuance of any building permits, if not already executed with respect to the Development, the Town and Developer shall enter into a Water and Sewer Service Agreement setting forth its agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement shall be incorporated into this Agreement and made a part hereof.

BUILDING PERMITS

5.1 The Town shall not issue building permits for the Development until: (1) the Site Development Plan has been approved by the Town; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) unless previously executed, the parties have entered into a Water and Sewer Service Agreement; and (6) all terms of this Agreement have been faithfully kept by Developer.

5.2 If at any time the Town determines that Developer is not in compliance with this Agreement, the Site Development Plan, or the Civil Engineering Construction Plans, among any other available remedy, the Town may withhold the issuance of building permits, if applicable, or the issuance of a certificate of occupancy.

OPERATION STANDARDS

6.1 Construction activity shall occur only during the times set forth in the Code.

6.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development. If, at the Town's sole determination, Developer does not control the weeds in or properly mow the Property, the Town may provide Developer with three (3) days written notice to cure the breach, which time period may

be extended in writing by the Town Manager for good cause. If the breach is not cured, at the Town's sole determination, the Town shall issue a stop work order on all construction in the Development. The Town or Developer shall thereafter mitigate the nuisance by taking measures to control the weeds or mow the Property. If the Town mitigates the nuisance, upon fifteen (15) days of receipt of an invoice from the Town, Developer shall the pay the invoice for services rendered, which will include the actual costs and a ten percent (10%) administrative fee. The stop order will be released, if one had been issued, upon Developer's payment of the invoice. If the Developer mitigates the nuisance, the stop order will be released upon a Town inspection and determination the nuisance has been mitigated.

6.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

6.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

6.5 In the event that Developer fails to perform the work specified in Paragraphs 6.2, 6.3 or 6.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

6.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

6.7 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

7.1 ***Indemnification***: Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

7.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 7.1 above. Liability insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

7.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

7.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all

encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

7.5 ***Cost Reimbursement to Town***: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

7.6 ***Colorado Governmental Immunity Act:*** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, its employees, or agents, or any other person acting on behalf of the Town and, in particular, the governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

8.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement or the Civil Engineering Construction Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

8.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

8.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete or remove such Public Improvements at Developer's expense. The Town shall estimate the cost of undertaking such work and give notice to Developer to pay such cost estimate. The Town shall use such payment for construction or removal of said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate,

plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

MISCELLANEOUS

9.1 ***Additional Terms and Conditions***. In addition to the Public Improvements, **Exhibit B** also includes additional required terms and conditions, if any, related to the Development.

9.2 ***Warranty of Developer:*** Developer warrants that the Public Improvements shall be installed in a good and workmanlike manner and in compliance with the Civil Engineering Construction Plans, this Agreement, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

9.3 ***Recording of Agreement***: This Agreement shall be recorded and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein.

9.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide end user of the Property.

9.5 ***Assignments***: Developer shall not assign this Agreement the written consent of the Town.

9.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

9.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

JOURNEY HOMES, LLC
Attention: Larry S. Buckendorf
7251 W. 20th Street, L-200
Greeley, CO 80634
Email: Larry@JourneyHomes.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 South Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

9.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

9.9 ***Vested Right.*** The Site Development Plan shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Public Improvements, as determined by the Town at its sole discretion, said Site Development Plan may be vacated by action of the Town.

9.10 ***Severability***: If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

9.11 ***Governing Law and Venue***. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

9.12 ***No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

9.13 ***Entire Agreement; Controlling Agreement.*** Except for the SDIA, this Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties. The SDIA remains binding and, except for a conflict, this Agreement shall not supersede or replace the SDIA. To the extent of a conflict between this Agreement and the SDIA, this Agreement shall control.

9.14 ***Compliance with the Law***. Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

9.15 ***No Third-Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement.

9.16 ***No Waiver***: Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

9.17 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

9.18 ***Headings.*** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2024.

JOURNEY HOMES, LLC

By: _____
Name: LARRY S. BUCKENDORF
Title: Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 13 day of February, 2024, by Larry S. Buckendorf, as the managing member of Journey Homes, LLC.

WITNESS my hand and official seal.

My commission expires: 1-21-28

LAIRA ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964000495
MY COMMISSION EXPIRES 01/21/2028

_____
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
_____, Mayor

ATTEST:

By:_____
Hannah Hill, Town Clerk

SITE DEVELOPMENT PLAN AGREEMENT
(The Ridge at Johnstown, Filing No. 3, Lot 1)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B:	Public Improvements and Additional Terms and Conditions
EXHIBIT C:	Engineer's Opinion of Cost

EXHIBIT A

LEGAL DESCRIPTION
(Property)

Lot 1 of The Ridge at Johnstown Filing No. 3 Subdivision, Town of Johnstown, County of Larimer, State of Colorado.

EXHIBIT B

PUBLIC IMPROVEMENTS AND ADDITIONAL TERMS AND CONDITIONS

1. **Prior to issuance of any Building Permits,** the Developer and Town shall execute a Water and Sewer Service Agreement for Phase I of the Development, which shall include, in addition to the other requirements associated with Phase I, the agreed-upon allotment and dedication of water for the landscape irrigation for the common areas of the Development and the perimeter of the Property.

2. **Prior to issuance of any Building Permits for Phase II of the Development**, the Developer and Town shall execute a Water and Sewer Service Agreement.

3. **Prior to the issuance of a Certificates of Occupancy,** an offsite water main connection from Elsie Avenue through the South Ridge development connecting to the Town's water main in Larimer County Road 3e shall be constructed. This extension is currently being proposed by the developer of the South Ridge development. The connection must either be made by Developer or the developer of the South Ridge development.

4. **Prior to the issuance of a Certificates of Occupancy, t**he Town shall have issued a notice of construction acceptance for the streets shown on The Ridge at Johnstown Subdivision Filing No. 3 Plat as Elsie Avenue, Bade Drive, Caliber Parkway, Bearberry Lane, and the Interstate 25 Frontage Road as well as for all required Town utility and stormwater infrastructure in, along, or serving such streets.

5. **Prior to the issuance of Notice of Construction Acceptance,**
    a. For Phase 1, Developer shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of $970.00 per single family equivalent ("SFE"), multiplied by the Development's estimated SFE of 213.91 SFEs (including irrigation), for a total of $207,492.70; and
    b. For Phase 2, Developer shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of $970.00 per single family equivalent ("SFE"), multiplied by the Development's estimated SFE of 112.96 SFEs, for a total of $109,571.20.

6. **Phasing**. The Development may be phased as set forth on the map shown below. The following conditions relate to the phasing:
    a. Phase I shall include all utilities, all grading, a clubhouse and pool, and ten (10) buildings consisting of two hundred ten (210) units and eight (8) garages; and
    b. Phase II shall include eight (8) buildings consisting of one hundred sixty eight (168) units and five (5) garages.

Phasing Map for The Ridge Multifamily

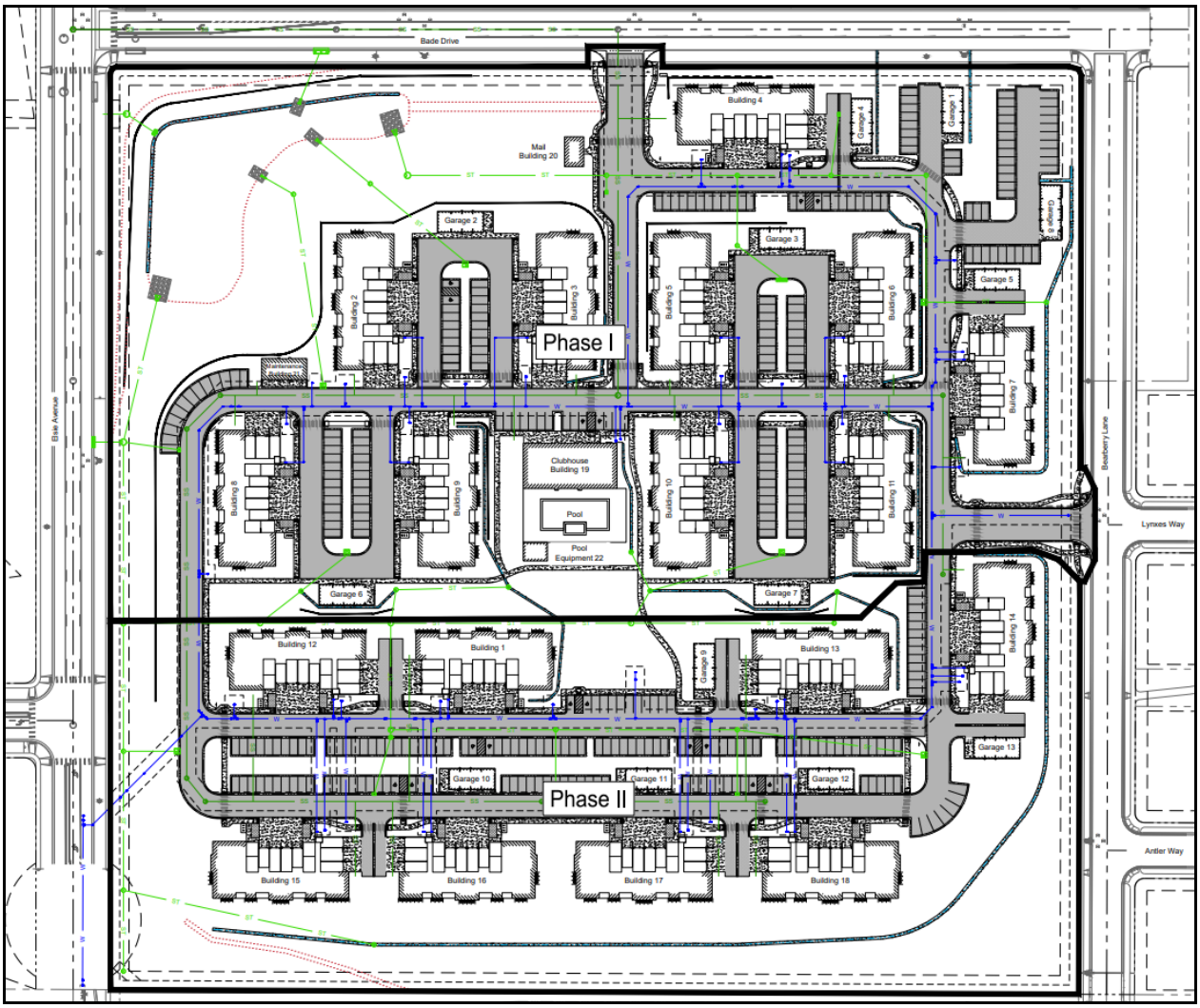


EXHIBIT C

ENGINEER'S OPINION OF COST
(ATTACHED)

LANDONE engineering

January 3, 2024

Doug Gosset
Town Engineer
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Re: **Opinion of Cost Certification**
The Ridge Multifamily
Lot 1, Block 1 of The Ridge at Johnstown Subdivision Filing 3
Town of Johnstown, Colorado

Mr. Gosset:

I am writing to provide a certification of the projected costs associated with The Ridge Multifamily project. See Exhibit A. I have thoroughly analyzed the estimated costs submitted by Crow Creek Construction. These projections have been examined for their accuracy, feasibility, and alignment with the project and current market rates. I believe that the estimated costs are reflective of the project's scope and complexity and are aligned with our expectations for a development of this magnitude.

Please do not hesitate to contact me if you need any further information or have any questions.

Sincerely,
LandOne Engineering, LLC

COLORADO LICENSED
DANIEL DEAN HULL
01/03/2024
39337
PROFESSIONAL ENGINEER

Daniel Hull
Digitally signed by Daniel Hull
Date: 2024.01.03 10:19:47-07'00'

Daniel Hull, PE
Principal/Owner

Enclosures

Exhibit A

Crow Creek Construction LLC

7251 W. 20th St., Bldg. L, Suite 101B
Greeley, Colorado 80634
Phone: (970) 330-5070
Fax: (970) 330-6044

Johnstown, Colorado

The Ridge Multifamily

Public Improvements
18 Buildings - (378 Units)

To: SR Johnstown Holdings, LLC
Attention: Larry Buckendorf
7251 W. 20th Street, L-200
Greeley, CO 80634
(970) 352-7072

From: Joe Schumacher *(cell) 970.397.9880*
Justin Marshall *(cell) 970.397.9875*
Joel Hemesath *(cell) 970.397.9282*

Estimate Date: *August 30, 2023*

The Ridge Multifamily Item	Project Total Total
EROSION CONTROL	$13,516.25
EARTHWORK	$427,017.60
SEWER MAIN	$136,290.00
WATER MAIN	$528,860.00
STORMWATER MAIN	$373,044.84
Total:	$1,478,728.69

Total Construction Costs:	$1,478,728.69

Total Construction Costs Per Unit (378 Units):	$3,911.98

EROSION CONTROL	UNIT	QUANTITY	UNIT COST	EXTENDED
Silt Fence	LF	4,061.0	$1.25	$5,076.25
Concrete Wash Out	EA	3.0	$1,150.00	$3,450.00
Vehicle Tracking Control Pads	EA	2.0	$1,520.00	$3,040.00
Gravel Inlet Protection	EA	12.0	$150.00	$1,800.00
Straw Bale Outlet Protection	EA	1.0	$150.00	$150.00
			Subtotal:	$13,516.25

EARTHWORK	UNIT	QUANTITY	UNIT COST	EXTENDED
Strip site 4" Place on Non-Structural Areas	CY	13,414.0	$2.40	$32,193.60
Onsite Cut & Fill including buildings and parking lots (Leave 15" low)	CY	164,510.0	$2.40	$394,824.00
			Subtotal:	$427,017.60

SEWER MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Sewer Main	LF	2,194.0	$35.00	$76,790.00
48" Sewer Manhole	EA	6.0	$3,000.00	$18,000.00
60" Sewer Manhole (Inside Drop)	EA	3.0	$3,200.00	$9,600.00
6" Sewer Service	EA	19.0	$1,600.00	$30,400.00
4" Sewer Service - Maintenance Bldg	EA	1.0	$1,500.00	$1,500.00
			Subtotal:	$136,290.00

WATER MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Water Main	LF	3,600.0	$45.00	$162,000.00
8" Water Valves & Fittings	EA	36.0	$2,500.00	$90,000.00
8" Water Line Lowering	EA	4.0	$2,500.00	$10,000.00
8" Horizontal Bends	EA	5.0	$500.00	$2,500.00
Fire Hydrant Assembly	EA	13.0	$6,500.00	$84,500.00
Fire Line Blowoff	EA	19.0	$2,000.00	$38,000.00
3/4" Water Service - Club House & Maintenance Bldg	EA	2.0	$1,250.00	$2,500.00
1-1/2" Water Service	EA	18.0	$3,520.00	$63,360.00
2" Fire Service	EA	19.0	$4,000.00	$76,000.00
			Subtotal:	$528,860.00

Exhibit A

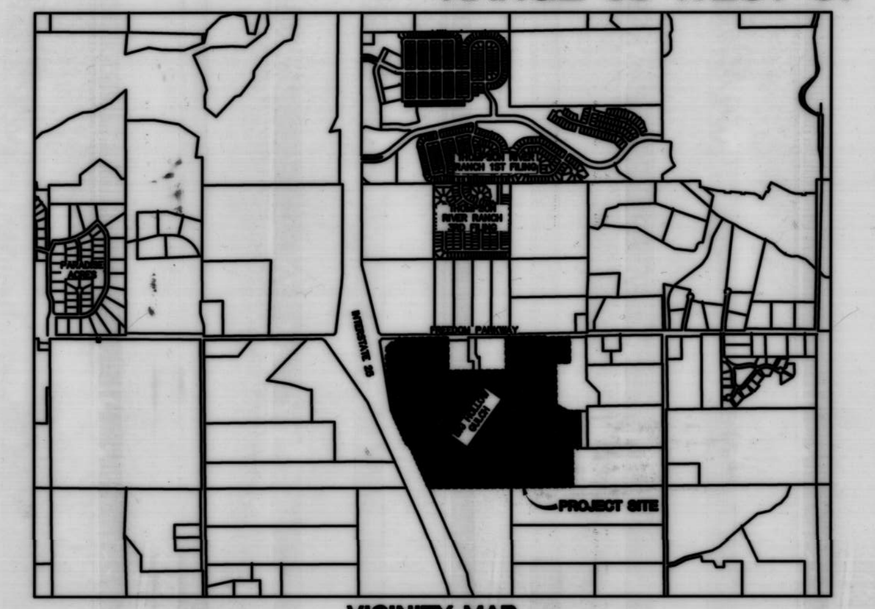
STORMWATER MAIN	UNIT	QUANTITY	UNIT COST	EXTE
18" RCP	LF	420.0	$55.00	$23,100.00
18" HDPE	LF	442.0	$52.00	$22,984.00
18" FES - RCP	EA	1.0	$1,500.00	$1,500.00
24" RCP	LF	516.0	$60.00	$30,960.00
24" HDPE	LF	943.0	$59.00	$55,637.00
30" RCP	LF	120.0	$63.00	$7,560.00
36" RCP	LF	112.0	$60.00	$6,720.00
36" HDPE	LF	340.0	$95.00	$32,300.00
36" FES - HDPE	EA	1.0	$1,850.00	$1,850.00
48" RCP	LF	120.0	$150.00	$18,000.00
48" FES - RCP	EA	1.0	$2,850.00	$2,850.00
4' Dia Manhole	EA	7.0	$3,000.00	$21,000.00
5' Dia Manhole	EA	4.0	$3,200.00	$12,800.00
6' Dia Manhole	EA	1.0	$4,000.00	$4,000.00
10' Type R Inlet	EA	5.0	$8,500.00	$42,500.00
Double Type C Inlet	EA	3.0	$3,000.00	$9,000.00
Double Type C Inlet - 19' Deep	EA	1.0	$14,000.00	$14,000.00
Triple Type C Inlet	EA	1.0	$12,350.00	$14,249.95
Quadruple Type C Inlet	EA	2.0	$8,000.00	$16,000.00
Quadruple Type C Inlet - Deep	EA	1.0	$15,250.00	$15,250.00
Riprap	CY	18.1	$125.00	$2,263.89
Pond Spillway Weir	EA	1.0	$6,000.00	$6,000.00
Outlet Structure	EA	1.0	$12,520.00	$12,520.00
			Subtotal:	**$373,044.84**

RECEPTION #20230044233, 10/13/2023 8:58:12 AM, 1 of 10, $103.00
Tina Harris, Clerk & Recorder, Larimer C
Item #8

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26 AND NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

DESCRIPITION OF LAND USE	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1 BLOCK 1 FUTURE DEVELOPMENT	23.80	14.94%	OWNER
TRACT A - FUTURE DEVELOPMENT	14.03	8.81%	OWNER
TRACT B - FUTURE DEVELOPMENT	98.64	61.91%	OWNER
TRACT C - FUTURE DEVELOPMENT	6.69	4.20%	OWNER
TRACT D - FUTURE DEVELOPMENT	2.70	1.69%	FRONT RANGE FIRE RESCUE
OUTLOT A - OPEN SPACE, DRAINAGE AND IRRIGATION EASEMENT	0.43	0.27%	OWNER
CDOT EXISTING RIGHT-OF-WAY	5.24	3.29%	CDOT
ADDITIONAL CR-18 RIGHT-OF-WAY	0.55	0.35%	TOWN OF JOHNSTOWN
JOHNSTOWN RIGHT-OF-WAY	7.26	4.56%	TOWN OF JOHNSTOWN
TOTAL LOTS 1	159.33	100.00%	

TOTAL LOTS	TOTAL TRACTS	OUTLOTS
1	4	1

OWNER:
J-25 LAND HOLDINGS, LLC
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

ENGINEERING:
TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

SURVEYING:
MAJESTIC SURVEYING, LLC
1111 DIAMOND VALLEY DR., SUITE #104
WINDSOR, CO 80550
(970) 883-5698

BASIS OF BEARING STATEMENT

CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE IS ASSUMED TO BEAR N 89°28'22" W A DISTANCE OF 2645.21 FEET BETWEEN THE NORTHEAST CORNER OF SECTION 27, MONUMENTED WITH AN ILLEGIBLE 2-1/2" ALUMINUM CAP IN RANGE BOX AND THE NORTH QUARTER CORNER OF SECTION 27, MONUMENTED NO. 6 REBAR WITH AN ILLEGIBLE 2-1/2" ALUMINUM CAP IN A RANGE BOX, AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO.

NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE PLANNING AND DEVELOPMENT DIRECTOR OF THE TOWN OF JOHNSTOWN AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

SURVEYOR CERTIFICATE:

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

DATED THIS 18th DAY OF SEPTEMBER, 2023.

STEVEN PARKS
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38348

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS; IF ANY, AS INDICATED HEREON UNDER THE NAME OF THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: J-25 LAND HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE 21st DAY OF September, 2023

NAME TITLE

NOTARIAL CERTIFICATE

STATE OF Arizona)
COUNTY OF Maricopa)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Jennifer Schrader

THIS 21st DAY OF September, 2023

MY COMMISSION EXPIRES March 21, 2027 NOTARY PUBLIC

OWNER: FRONT RANGE FIRE RESCUE

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE 18th DAY OF SEPTEMBER, 2023

NAME DEPUTY CHIEF
TITLE

NOTARIAL CERTIFICATE

STATE OF Colorado)
COUNTY OF Weld)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Tyler Dreyer

THIS 18th DAY OF September, 2023

MY COMMISSION EXPIRES 12-29-2026 NOTARY PUBLIC

LIENHOLDER: EDGEWOOD MAC V LLC
A DELAWARE LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE 28th DAY OF September, 2023

NAME TITLE

NOTARIAL CERTIFICATE

STATE OF Connecticut)
COUNTY OF Fairfield)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Michael House

THIS 28th DAY OF September, 2023

MY COMMISSION EXPIRES 1-31-2026 NOTARY PUBLIC

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER 2023-55, PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 6 DAY OF September, 2023.

BY: MAYOR - TROY D. MELLON ATTEST: TOWN CLERK

CERTIFICATION OF TITLE:

I/ WE HERITAGE TITLE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

1. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN, NOT YET DUE AND PAYABLE
2. EDGEWOOD MAC V LLC, A DELAWARE LIMITED LIABILITY COMPANY
   DEED OF TRUST
   AMOUNT: $16,500,000.00
   PUBLIC TRUSTEE OF LARIMER COUNTY
   RECORDED FEBRUARY 16, 2021
   RECEPTION NO. 20210016245

Heritage Title Co
COMPANY NAME

SIGNATURE DATE 9/18/23

Lynn Vance
NAME OF AUTHORIZED OFFICIAL

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, SITUATE IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST AND THE POINT OF BEGINNING;

THENCE N 89°38'50" W A DISTANCE OF 1436.14 FEET;
THENCE N 23°25'56" W A DISTANCE OF 766.39 FEET;
THENCE N 44°41'20" W A DISTANCE OF 107.73 FEET;
THENCE N 23°23'12" W A DISTANCE OF 82.89 FEET;
THENCE N 23°23'12" W A DISTANCE OF 293.61 FEET;
THENCE N 23°23'12" W A DISTANCE OF 75.69 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 76°33'10" E, HAVING A RADIUS OF 4475.00 FEET, A CENTRAL ANGLE OF 08°43'04" AND AN ARC LENGTH OF 680.89 FEET;
THENCE N 04°43'46" W A DISTANCE OF 344.17 FEET;
THENCE N 03°01'06" E A DISTANCE OF 222.40 FEET;
THENCE N 69°19'02" E A DISTANCE OF 237.57 FEET;
THENCE N 86°30'13" E A DISTANCE OF 318.75 FEET;
THENCE N 85°31'12" E A DISTANCE OF 318.09 FEET;
THENCE S 89°28'22" E A DISTANCE OF 194.24 FEET;
THENCE S 00°24'20" W A DISTANCE OF 537.40 FEET;
THENCE S 89°36'10" E A DISTANCE OF 1012.07 FEET;
THENCE N 00°00'24" W A DISTANCE OF 580.13 FEET;
THENCE S 89°28'26" E A DISTANCE OF 60.00 FEET;
THENCE N 89°52'50" E A DISTANCE OF 599.92 FEET;
THENCE S 00°07'10" E A DISTANCE OF 20.00 FEET;
THENCE N 89°52'50" E A DISTANCE OF 423.32 FEET;
THENCE S 00°05'58" E A DISTANCE OF 433.47 FEET;
THENCE S 89°54'09" W A DISTANCE OF 243.32 FEET;
THENCE S 00°07'47" E A DISTANCE OF 732.92 FEET;
THENCE S 62°08'02" E A DISTANCE OF 244.73 FEET;
THENCE N 89°53'44" E A DISTANCE OF 200.92 FEET;
THENCE S 00°08'56" W A DISTANCE OF 649.00 FEET;
THENCE N 89°56'13" W A DISTANCE OF 115.28 FEET;
THENCE S 00°10'22" W A DISTANCE OF 659.60 FEET;
THENCE N 89°43'40" W A DISTANCE OF 1080.39 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 6,940,571.66 SQUARE FEET OR 159.33 ACRES AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS NOW OR IN USE OR OF RECORD.

NOTES:

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
3. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. 459-H0637024-820-GRO AMENDMENT NO. 2 PREPARED BY HERITAGE TITLE COMPANY, INC. EFFECTIVE MAY 17, 2023. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
4. PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, AND 08069C1213G, HAVING A MAP REVISED DATE OF JANUARY, 15, 2021, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5. PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. LOT 1 BLOCK 1, AND TRACTS A, B AND C ARE HEREBY DEDICATED AS A BLANKET UTILITY EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY OWNER PRIOR TO INSTALLATION.
7. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
8. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

REVISIONS	BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat Cover

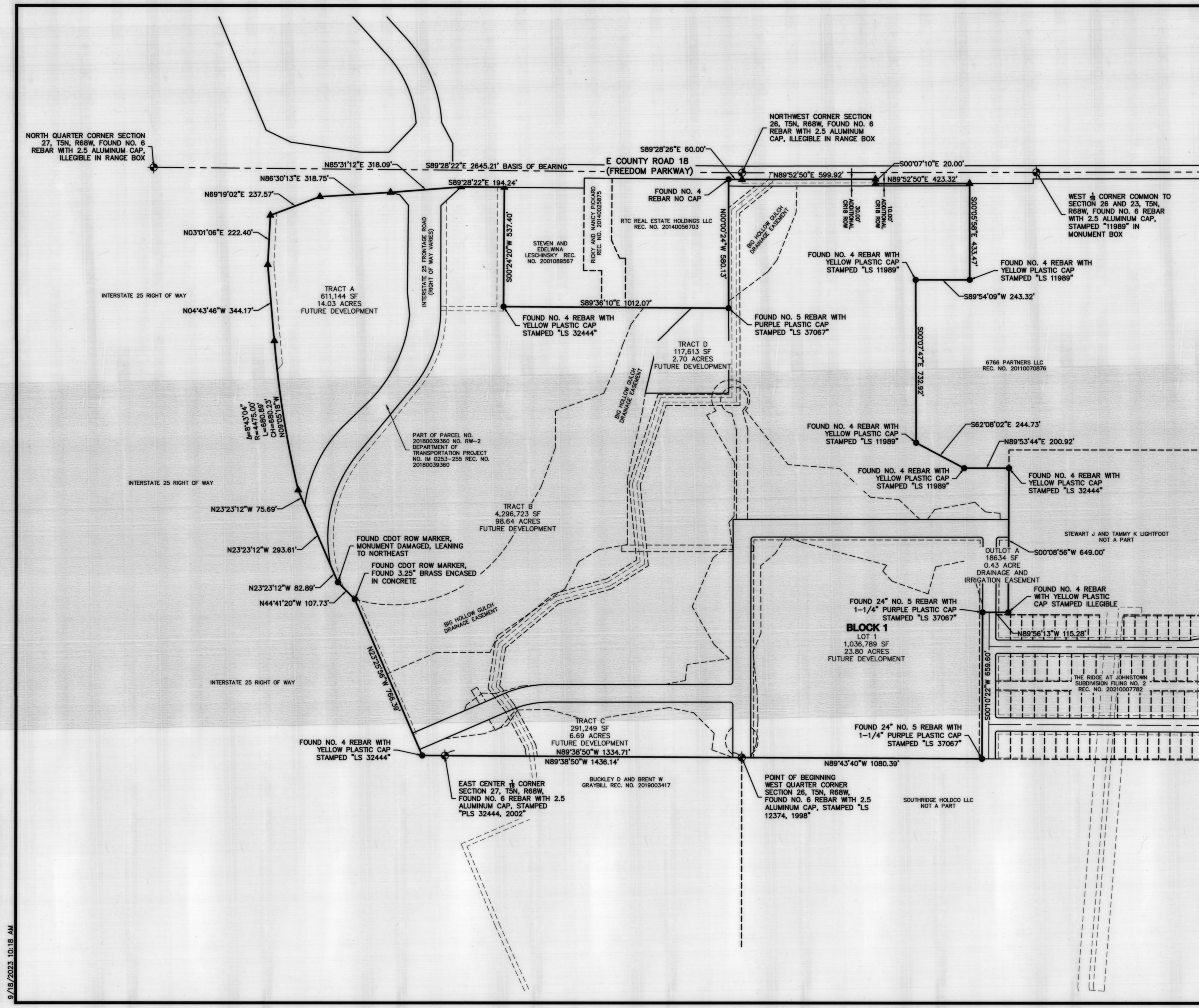
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT COVER

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE N/A
DATE SEPTEMBER 2023
SHEET 1 of 10

9/18/2023 10:18 AM



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	73.00'	144.67'	113°32'52"	S0°00'24"E	122.13'
C2	73.00'	144.67'	113°32'52"	N0°00'24"W	122.13'
C3	5.00'	5.46'	62°30'49"	N46°30'55"W	5.19'
C4	60.00'	319.42'	305°01'38"	N74°44'30"E	55.38'
C5	5.00'	5.46'	62°30'49"	S15°59'54"W	5.19'
C6	85.10'	382.88'	257°47'05"	S89°27'25"W	132.47'
C7	13.00'	20.42'	90°00'00"	N44°59'36"E	18.38'
C8	13.00'	20.46'	90°10'45"	S44°55'01"E	18.41'
C9	13.00'	20.38'	89°49'15"	N45°04'59"E	18.36'
C10	515.00'	8.38'	0°55'57"	N67°02'02"E	8.38'
C11	515.00'	140.59'	15°38'28"	N75°19'15"E	140.15'
C12	515.00'	61.59'	6°51'08"	N86°34'03"E	61.55'
C13	435.00'	143.29'	18°52'26"	S80°33'23"W	142.65'
C14	435.00'	9.17'	1°12'29"	S70°30'55"W	9.17'
C15	435.00'	25.39'	3°20'37"	S68°14'22"W	25.38'
C16	619.99'	810.93'	74°56'29"	S68°48'38"W	754.35'
C17	643.06'	453.60'	40°24'53"	S25°57'11"W	444.25'
C18	611.31'	427.41'	40°03'35"	S26°46'54"W	418.76'
C19	4475.00'	680.89'	8°43'04"	N9°05'18"W	680.23'
C20	593.92'	539.19'	52°00'58"	N13°43'09"E	520.86'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	551.06'	380.65'	39°34'41"	N19°56'18"E	373.13'
C22	13.00'	20.41'	89°58'13"	S44°59'11"W	18.38'
C23	13.00'	20.42'	90°00'00"	S44°59'36"W	18.38'
C24	515.00'	210.56'	23°25'32"	S78°16'50"W	209.10'
C25	435.00'	177.85'	23°25'32"	N78°16'50"E	176.62'
C26	13.00'	20.42'	90°00'00"	S45°00'24"E	18.38'
C27	551.06'	3.37'	0°21'00"	N0°19'28"E	3.37'

NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)

LEGEND

- RECOVERED ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- PLAT BOUNDARY

N

200 0 200 400
scale 1"=200' feet

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat Cover

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38348 9-18-2023

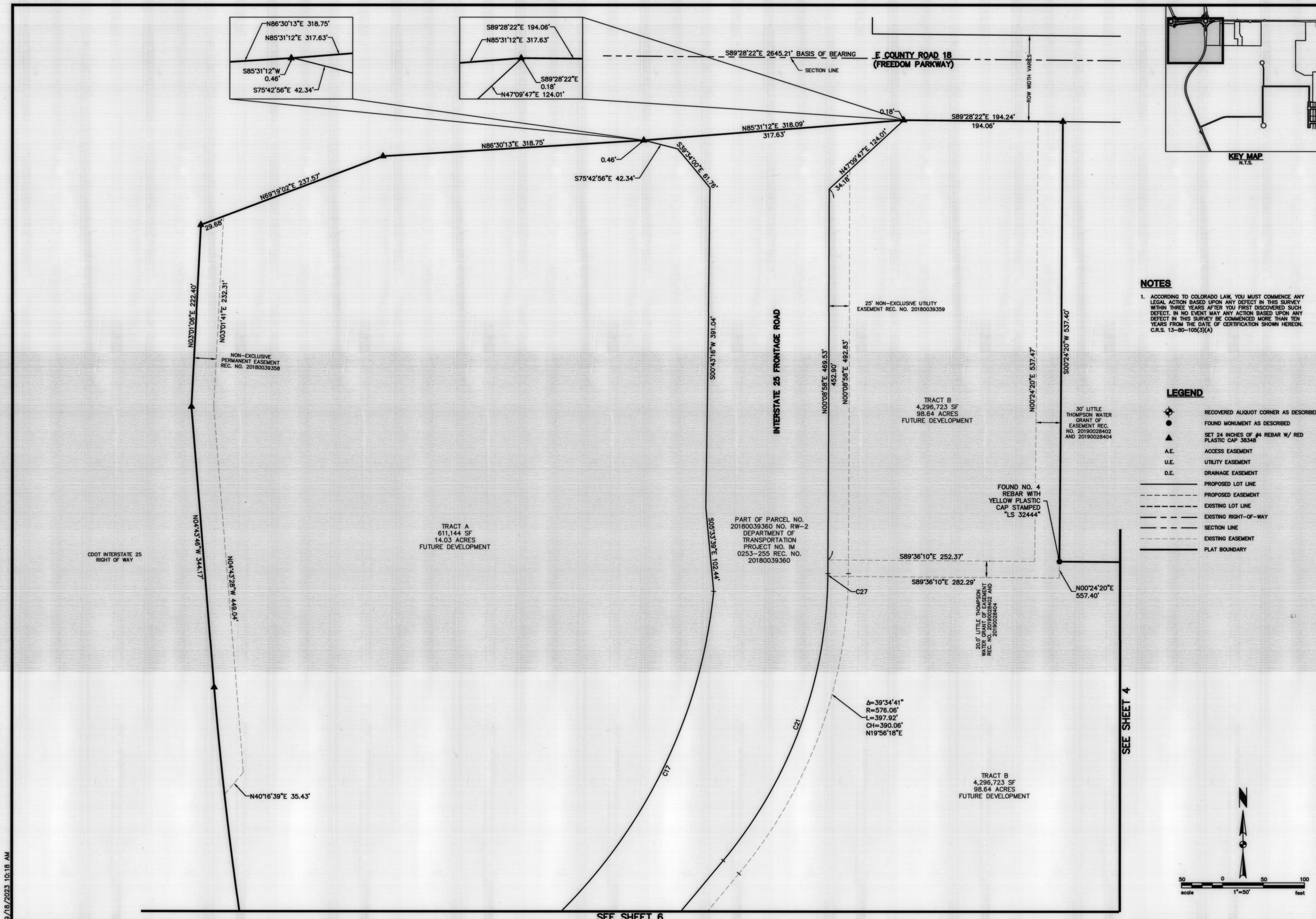
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT OVERALL

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 200'
DATE SEPTEMBER 2023
SHEET 2 of 10

9/18/2023 10:18 AM



NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)

LEGEND

✦	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
———	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
- - - -	EXISTING LOT LINE
— - —	EXISTING RIGHT-OF-WAY
— - —	SECTION LINE
- - - -	EXISTING EASEMENT
———	PLAT BOUNDARY

REVISIONS		
DESCRIPTION	DATE	BY

DRAWN: JSL
CHECKED: JFS
DESIGNED: JSL
FILENAME: 0001_Plat

COLORADO LICENSED JOSEPH FRANCIS SIMONELLI 38348 9-18-2023 PROFESSIONAL LAND SURVEYOR

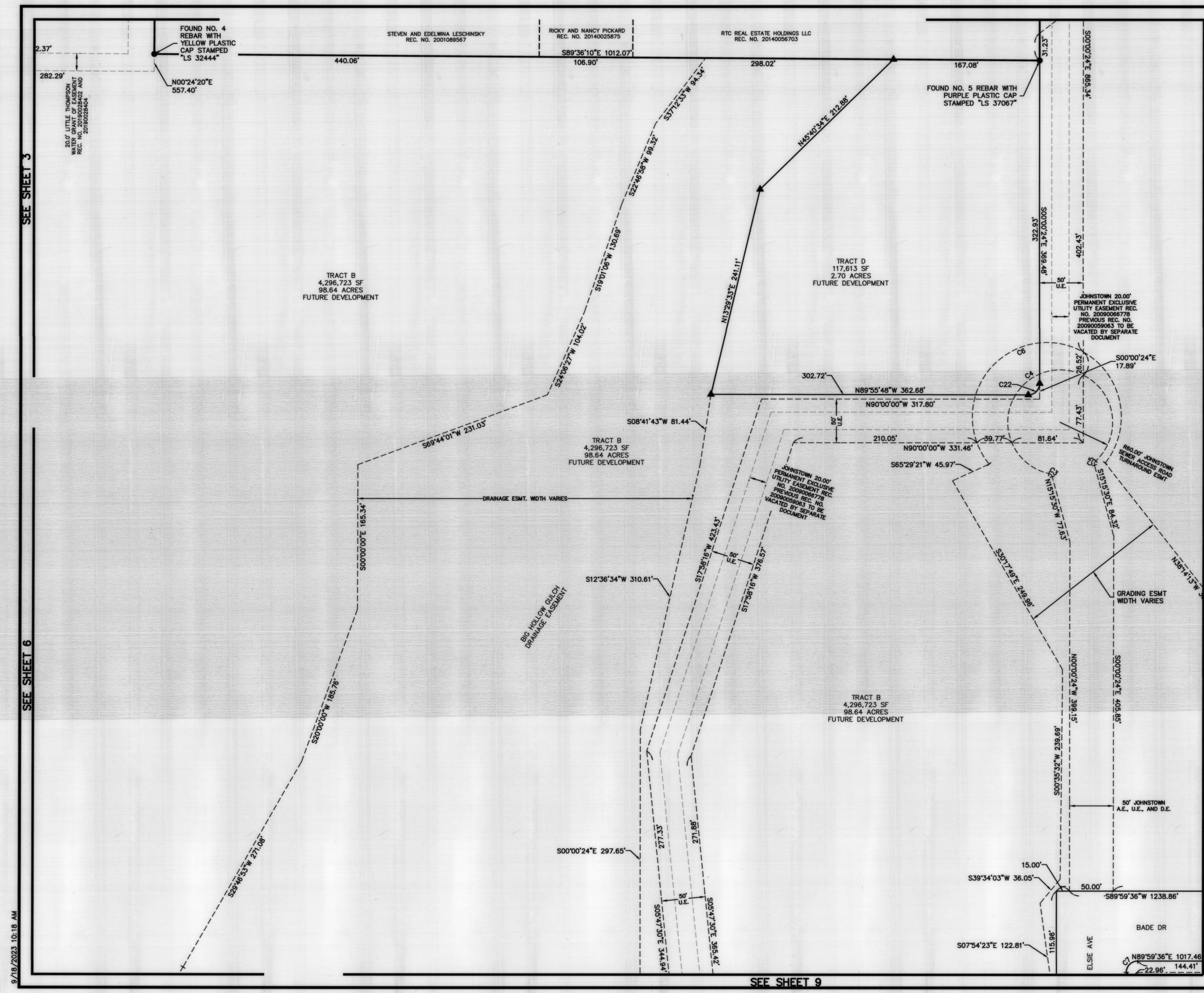
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

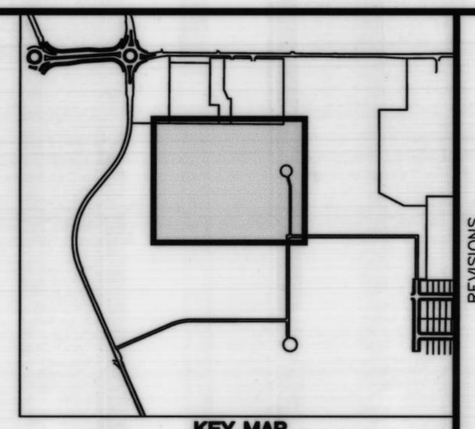
FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Wholers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 3 of 10

9/18/2023 10:18 AM





NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)

LEGEND

- RECOVERED ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- EXISTING EASEMENT
- PLAT BOUNDARY

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR STEVEN R. TUTTLE 38348 9-18-2023

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 4 of 10

9/18/2023 10:18 AM

POINT OF COMMENCEMENT
NORTHWEST CORNER SECTION
26, T5N, R68W, FOUND NO. 6
REBAR WITH 2.5 ALUMINUM
CAP, ILLEGIBLE IN RANGE BOX

S89°28'26"E 60.00'

FOUND NO. 4
REBAR NO CAP

30.00'

S89°28'26"E
59.89'

N89°52'50"E 1323.05'

E COUNTY ROAD 18
(FREEDOM PARKWAY)

EX. 60.00' ROW

SECTION LINE

EX. 80.00' ROW

N89°52'50"E 599.92'

S00°07'10"E 20.00'

N89°52'50"E 423.32'

N89°52'50"E 1023.41'

776.09'

10.00'

60.30'

79.32'

107.70'

JOHNSTOWN 20.0'
PERMANENT
NON-EXCLUSIVE UTILITY
EASEMENT REC. NO.
20090066778 PREVIOUS
REC. NO. 20090003649
TO BE VACATED BY
SEPARATE DOCUMENT

PERMANENT 16.5'
TELECOMMUNICATIONS
EASEMENT REC. NO.
93005427 THE WEST
COMMUNICATIONS AND
PUBLIC SERVICE COMPANY
OF COLORADO SUPPLEMENTAL
EASEMENT REC. NO.
20120042542

30'
ADDITIONAL
ROW

15'
ADDITIONAL
ROW

98.42'

S50°48'16"W 155.07'

E.R. 80'

S50°48'16"W 192.90'

N01°37'48"E 117.95'

DRAINAGE ESMT. WIDTH VARIES

N21°42'32"E 231.59'

N00°00'24"W 580.13'

50'
U.E.

358.96'

451.71'

N38°26'47"E 66.97'

N52°55'31"E 221.20'

S00°05'56"E 433.47'

423.47'

FOUND NO. 4 REBAR WITH
YELLOW PLASTIC CAP
STAMPED "LS 11989"

FOUND NO. 4 REBAR WITH
YELLOW PLASTIC CAP
STAMPED "LS 11989"

S89°54'09"W 243.32'

31.23'

167.08'

FOUND NO. 5 REBAR WITH
PURPLE PLASTIC CAP
STAMPED "LS 37067"

S00°00'24"E 865.34'

TRACT B
4,296,723 SF
98.64 ACRES
FUTURE DEVELOPMENT

TRACT D
117,613 SF
2.70 ACRES
FUTURE DEVELOPMENT

S00°07'47"E 732.92'

322.93'

S00°00'24"E 369.48'

402.43'

50'
U.E.

JOHNSTOWN 20.00'
PERMANENT EXCLUSIVE
UTILITY EASEMENT REC.
NO. 20090066778
PREVIOUS REC. NO.
20090059063 TO BE
VACATED BY SEPARATE
DOCUMENT

C6

C4

C22

26.52'

S00°00'24"E
17.89'

SEE SHEET 4

SEE SHEET 7

9/18/2023 10:18 AM

KEY MAP
N.T.S.

NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)

LEGEND

✦	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
———	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
- - - -	EXISTING LOT LINE
— - —	EXISTING RIGHT-OF-WAY
— - —	SECTION LINE
- - - -	EXISTING EASEMENT
———	PLAT BOUNDARY

N

50 0 50 100
scale 1"=50' feet

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN: JSL
CHECKED: JFS
DESIGNED: JSL
FILENAME: 0001_Plat

COLORADO LICENSED
STEVEN FRANCIS SCHLOTTMANN
38348
9-18-2023
PROFESSIONAL LAND SURVEYOR

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 5 of 10

SEE SHEET 3

TRACT A
611,144 SF
14.03 ACRES
FUTURE DEVELOPMENT

INTERSTATE 25 FRONTAGE ROAD

S46°09'36"W 123.32'

N39°43'38"E 381.72'

N39°43'38"E 381.72'

25' NON-EXCLUSIVE UTILITY EASEMENT REC. NO. 20180039359

C19

C18

C20

PART OF PARCEL NO. 20180039360 NO. RW-2 DEPARTMENT OF TRANSPORTATION PROJECT NO. IM 0253-255 REC. NO. 20180039360

TRACT B
4,296,723 SF
98.64 ACRES
FUTURE DEVELOPMENT

75.59'

N23°23'12"W 452.19'

293.51'

Δ=63°30'43"
R=568.92'
L=630.64'
CH=598.85'
N07°58'16"E

CDOT INTERSTATE 25 RIGHT OF WAY

82.89'

FOUND CDOT ROW MARKER, MONUMENT DAMAGED, LEANING TO NORTHEAST

N44°41'20"W 107.73'

S23°26'05"E 18.77'

N64°15'01"W 22.99'

FOUND CDOT ROW MARKER, FOUND 3.25" BRASS ENCASED IN CONCRETE

15' UTILITY EASEMENT REC. NO. 20210000278

C16

BIG HOLLOW GULCH DRAINAGE EASEMENT

DRAINAGE ESMT. WIDTH VARIES

BIG HOLLOW GULCH DRAINAGE EASEMENT

S20°00'00"W 185.76'

S29°48'53"W 271.08'

JOHNSTOWN 20.0' PERMANENT NON-EXCLUSIVE UTILITY EASEMENT REC. NO. 20090066778 PREVIOUS REC. NO. 20090003649 TO BE VACATED BY SEPARATE DOCUMENT

S50°16'20"W 339.38'

S55°05'10"W 368.94'

U.E. 50'

S50°16'20"W 309.84'

SEE SHEET 4

SEE SHEET 9

SEE SHEET 8

KEY MAP
N.T.S.

NOTES

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LEGEND

⌖	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
———	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
- - - -	EXISTING LOT LINE
— - —	EXISTING RIGHT-OF-WAY
— - —	SECTION LINE
- - - -	EXISTING EASEMENT
———	PLAT BOUNDARY

N

50 0 50 100
scale 1"=50' feet

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR STEVEN PAUL SCHLOTTMANN 38348 9-18-2023

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

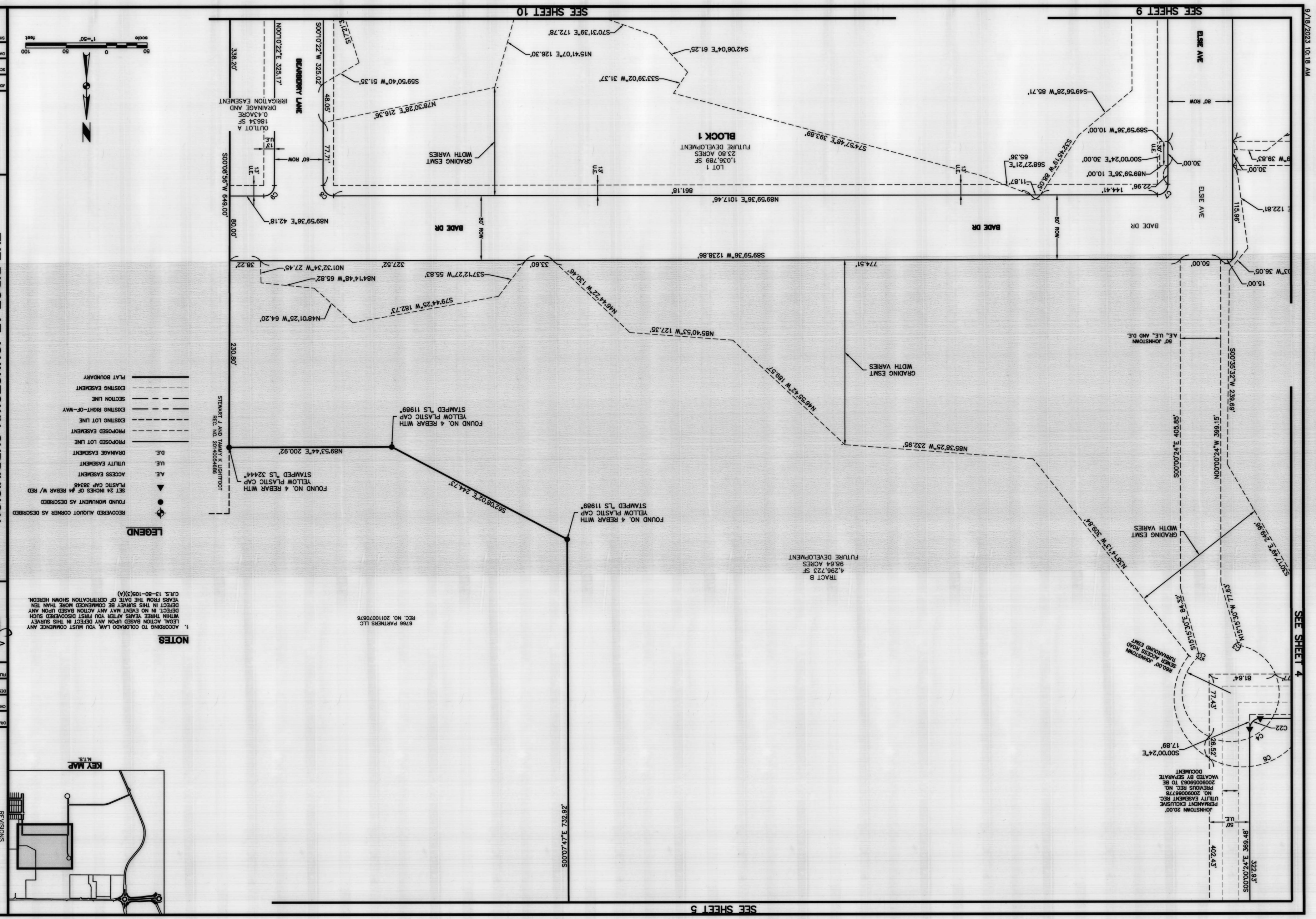
FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 6 of 10

9/18/2023 10:18 AM

THE RIDGE AT JOHNSTOWN SUBDIVISION
FILING NO. 3
FINAL PLAT



LEGEND

- RECOVERED ALUQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- PROPOSED LOT LINE
- PROPOSED EASEMENT
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- SECTION LINE
- EXISTING EASEMENT
- PLAT BOUNDARY

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COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
Andrew Rice
38348
4-18-2023

KEY MAP
N.T.S.

REVISIONS		
DESCRIPTION	DATE	BY

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat

TSI INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO.	1258.0001.00
SCALE	1" = 50'
DATE	SEPTEMBER 2023
SHEET	7 of 10

scale 1"=50' 50 0 50 100 feet

9/18/2023 10:18 AM

SEE SHEET 6

Δ=63°30'43"
R=568.92'
L=630.64'
CH=598.85'
N07°58'16"E

82.89'

FOUND CDOT ROW MARKER, MONUMENT DAMAGED, LEANING TO NORTHEAST

N44°41'20"W 107.73'

S23°26'05"E 18.77'

N64°15'01"W 22.99'

FOUND CDOT ROW MARKER, FOUND 3.25" BRASS ENCASED IN CONCRETE

C16

BIG HOLLOW GULCH DRAINAGE EASEMENT

DRAINAGE ESMT. WIDTH VARIES

BIG HOLLOW GULCH DRAINAGE EASEMENT

S79°45'13"W 131.30'

105.59'

10.22'

N00°00'24"W 28.18'

S58°34'45"W 103.36'

DRAINAGE ESMT. WIDTH VARIES

S57°48'28"W 158.08'

S26°57'41"W 136.50'

S74°08'52"W 249.43'

S50°16'20"W 339.38'

S55°05'10"W 368.94'

S74°08'52"W 246.03'

15' UTILITY EASEMENT REC. NO. 20210000276

368.09'

JOHNSTOWN 20.0' PERMANENT NON-EXCLUSIVE UTILITY EASEMENT REC. NO. 20090066778 PREVIOUS REC. NO. 20090003649 TO BE VACATED BY SEPARATE DOCUMENT

F.B.

S50°16'20"W 309.84'

S24°19'26"W 83.83'

N90°00'00"W 240.80'

N23°25'56"W 666.40'

S66°31'01"W 242.25'

N23°25'56"W 656.84'56"W 786.39'

TRACT B
4,296,723 SF
98.64 ACRES
FUTURE DEVELOPMENT

S08°43'34"W 212.16'

S08°43'34"W 171.98'

S87°01'02"W 59.28'

GRADING ESMT WIDTH VARIES

S74°16'10"W 129.56'

S31°15'24"E 76.16'

N58°44'36"E 30.00'

N87°18'50"W 55.41'

C12

519.90'

S89°59'36"W 812.57'

C24

C11

S37°14'50"E 107.02'

N31°15'24"W 72.03'

43.12'

C10

S53°31'32"W 89.77'

30' U.E.

30.28'

45.02'

C15

C14

C25

C13

N89°59'36"E 812.57'

15' UTILITY EASEMENT REC. NO. 20210000276

290.77'

S17°45'52"W 27.66'

74.02'

S37°14'50"E 124.30'

U.E. WIDTH VARIES

24.87'

N89°06'16"E 139.87'

GRADING ESMT WIDTH VARIES

S66°34'04"W 446.12'

60' ROW

82.57'

N33°35'21"E 83.11'

S74°33'01"E 182.03'

N81°04'41"E 370.18'

253.66'

CDOT INTERSTATE 25 RIGHT OF WAY

CALIBER PKWY

N66°34'04"E 446.12'

218.20'

S31°15'24"E 56.96'

N40°33'45"E 116.25'

S28°14'42"E 205.86'

50' U.E.

JOHNSTOWN 20.0' PERMANENT NON-EXCLUSIVE UTILITY EASEMENT REC. NO. 20090066778 PREVIOUS REC. NO. 20090003649 TO BE VACATED BY SEPARATE DOCUMENT

TRACT C
291,249 SF
6.69 ACRES
FUTURE DEVELOPMENT

N66°33'55"E 15.00'

N82°42'23"E 178.55'

GRADING ESMT WIDTH VARIES

S28°14'42"E 192.80'

80.00'

120.48'

N70°17'24"E 112.84'

N58°44'36"E 30.00'

S07°43'55"E 46.81'

29.55'

466.69'

S07°43'55"E 35.63'

50.50'

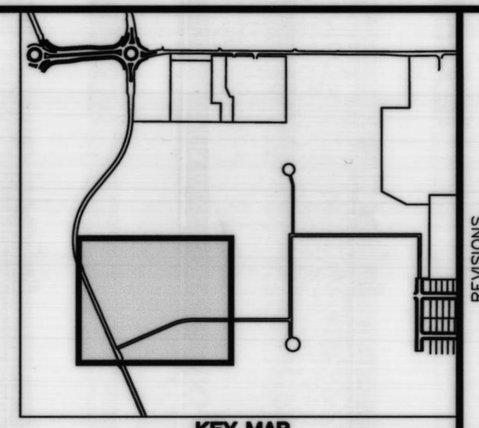
N89°38'50"W 1436.14'

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"

EAST CENTER 1/16 CORNER SECTION 27, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, STAMPED "PLS 32444, 2002"

BUCKLEY D AND BRENT W GRAYBILL REC. NO. 2019003417

SEE SHEET 9



KEY MAP
N.T.S.

NOTES

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LEGEND

✦	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
———	PROPOSED LOT LINE
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- - - -	EXISTING LOT LINE
— - — -	EXISTING RIGHT-OF-WAY
— - — -	SECTION LINE
- - - -	EXISTING EASEMENT
———	PLAT BOUNDARY

N

50 0 50 100
scale 1"=50' feet

REVISIONS		
DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38348 9-18-2023

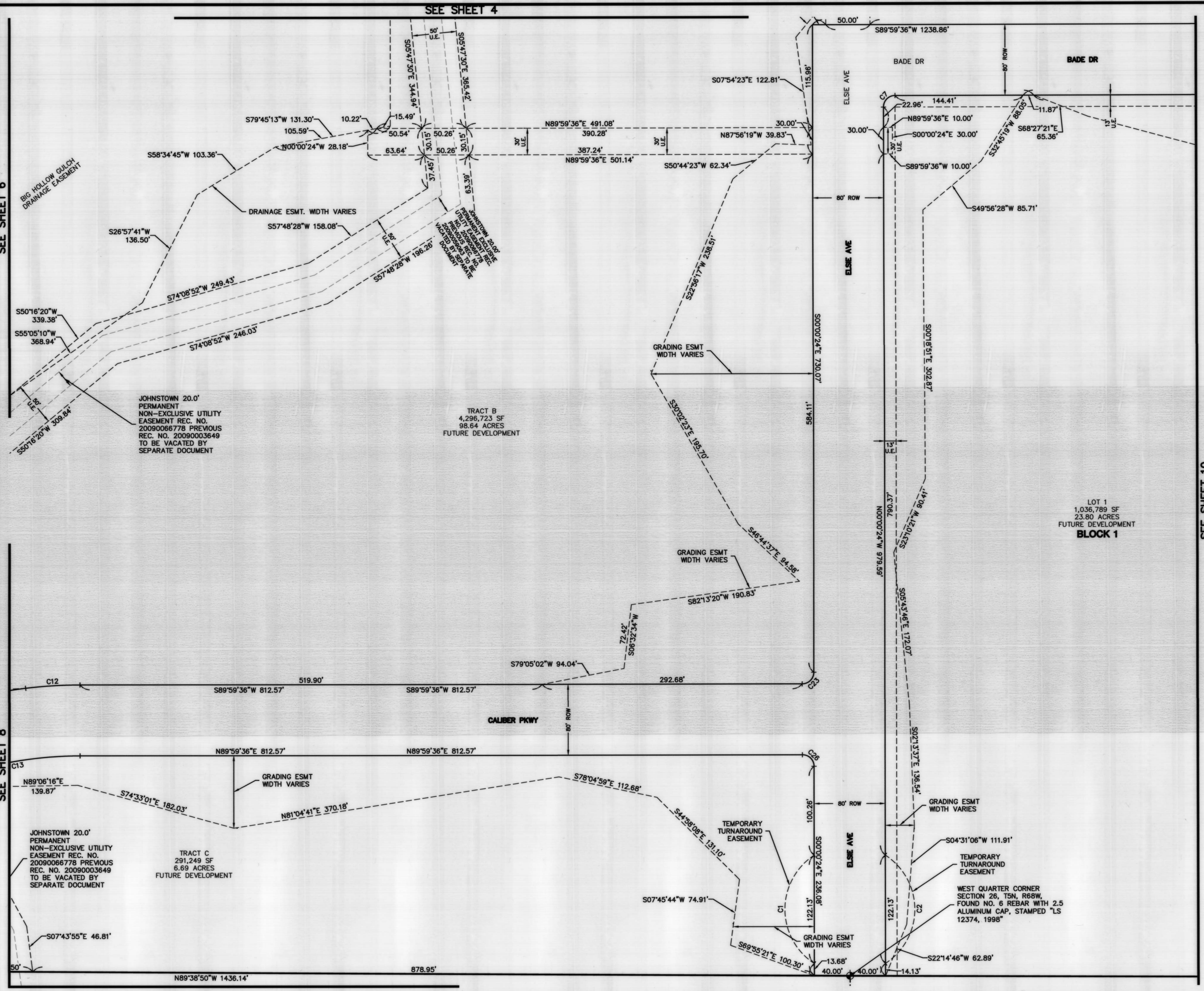
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 8 of 10

9/18/2023 10:19 AM



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LEGEND

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A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
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— - —	SECTION LINE
- - - -	EXISTING EASEMENT
———	PLAT BOUNDARY

50 0 50 100
scale 1"=50' feet

REVISIONS		
BY	DATE	DESCRIPTION

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CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

COLORADO LICENSED STEVEN PARKER 38348 PROFESSIONAL LAND SURVEYOR

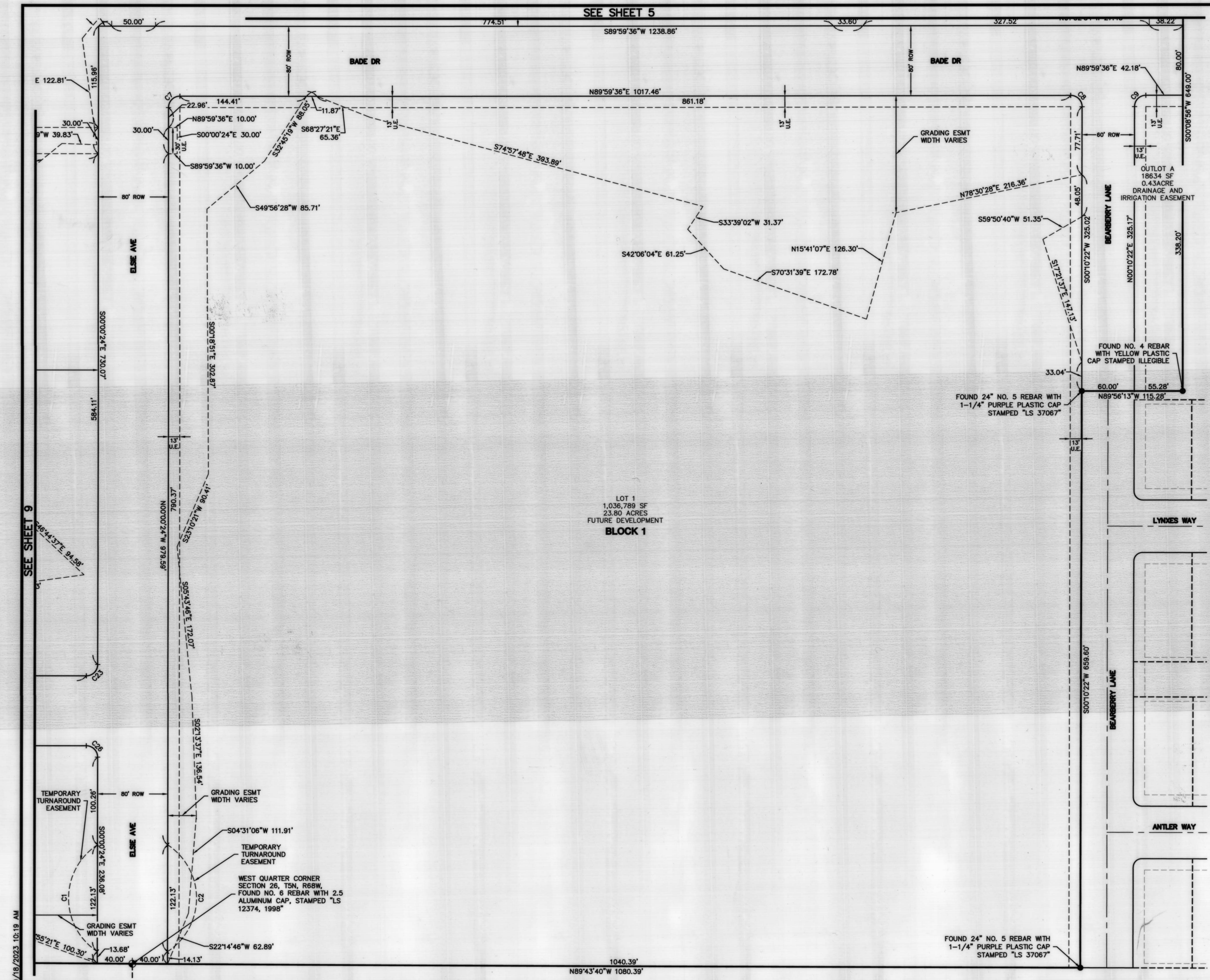
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 9 of 10

9/18/2023 10:19 AM



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LEGEND

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———	PLAT BOUNDARY

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN: JSL
CHECKED: JFS
DESIGNED: JSL
FILENAME: 0001_Plat

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR STEVEN PAGE 38348 9-18-2023

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE SEPTEMBER 2023
SHEET 10 of 10

9/18/2023 10:19 AM

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Intergovernmental Agreement (IGA) Between the Town of Johnstown, Colorado and the City of Thornton, Colorado

ATTACHMENTS: 1. Intergovernmental Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an IGA between the Town of Johnstown and City of Thornton. The IGA is related to the Thornton Water Pipeline project. A few key elements to this IGA are as follows:

- Johnstown will provide a permanent easement and temporary construction easement permitting Thornton to install a portion of their water pipeline on Town owned property. The specific easement location is at the site of the Town's new South Water Tower. Our facility installation has been completed and there is no impact to the Town's infrastructure associated with their installation.
- The Town will be compensated $4,252.00 for the easement.
- The Town will have future abilities to connect to this pipeline for raw water needs during emergency events.

Thornton provided notice to condemn the public property and rather than pursuing a legal route, the IGA enclosed was completed.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
  - *Cultivate local and regional partnerships that ensure the long term success and growth of Northern Colorado*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The Town Attorney worked with Staff on development of the proposed IGA.

FINANCIAL ADVICE:

The Town will receive compensation for the easement and temporary easement.

RECOMMENDED ACTION: Approve the IGA as presented.

Reviewed and Approved for Presentation,

Town Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the _____ day of _____, 2024 by and between Town of Johnstown, a Colorado home rule municipality ("Johnstown"), and the City of Thornton, a Colorado home rule municipality ("Thornton"), collectively (the "Parties") concerning the Thornton Water Project.

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq*., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Thornton plans to install, construct, operate and maintain a water pipeline and appurtenances thereto, generally referred to as the Thornton Water Project ("the Pipeline"); and

WHEREAS, a portion of the Pipeline has been or will be installed, constructed, operated, and maintained in and through the corporate boundaries of Johnstown as well as in Johnstown's Growth Management Area, as generally depicted and shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Parties agree that it is beneficial to them to specify the rights and obligations of the Parties regarding the installation, construction, operation and maintenance of the Pipeline within Johnstown's current and future corporate limits; and

WHEREAS, it is the intent of the Parties that this Agreement contain all the rights and obligations of the Parties which shall be performed by the Parties with respect to installation, construction, operation and maintenance of the Pipeline within Johnstown's current and future corporate limits.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions to allow for the installation, construction, operation and maintenance of the Pipeline in Johnstown's current and future corporate limits. All conditions contained herein are in addition to applicable state statutes and Johnstown Ordinances, and are not intended to supersede such requirements, except as specifically provided in this

Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Installation, construction, operation and maintenance of the Pipeline in Johnstown. Johnstown will permit Thornton to install, construct, operate and maintain the Pipeline in Johnstown's corporate limits, as they currently exist or as they may exist in the future, as generally shown on the map attached hereto as Exhibit A.

a. Upon request by Thornton, Johnstown will timely process any necessary permits or other approvals for the installation, construction, operation and maintenance of the Pipeline through an administrative process and, assuming compliance with the provisions of this Agreement and with all of Johnstown's Ordinances, including but not limited to those for Excavations, Chapter 11, Article II, Sections 11-21 through 11-26, will grant such permits or other approvals. Thornton will pay Johnstown's typical fees and, if applicable, costs for the required permits or approvals.

   i. Johnstown hereby grants and conveys to Thornton the easements for installation, construction, access, operation and maintenance of the Pipeline across the Johnstown-owned property (Weld County Parcel No. 105929400001) as described in attached Exhibit B.

b. Additional terms for Thornton's use of Johnstown-owned property or right-of-way for the Pipeline are as follows:

   i. Thornton will be responsible for road and pavement repairs and/or replacements necessitated by said Pipeline installation, construction, operation and maintenance ("Disturbances"), and will repair and/or replace such road and pavement to a condition substantially the same or better than the condition existing before Thornton's Disturbances as reasonably determined by Johnstown. Thornton shall further ensure that the grade (meaning the slope) of the roads is the same as the grade of the roads existing before Thornton's Disturbances, as reasonably determined by Johnstown.

   ii. If construction of the Pipeline requires that Thornton relocate others' (including but not limited to service providers and Johnstown's) infrastructure existing as of the date of this Agreement, Thornton shall be responsible for such relocation costs. Except as provided in Subsection 2.c., if infrastructure that conflicts with construction of the Pipeline is installed after the date of this Agreement, the owner of such infrastructure will be responsible for costs for removal or relocation of such infrastructure.

   iii. Thornton shall coordinate with Johnstown when work or maintenance is expected to be performed on the Pipeline in or on Johnstown-owned property or right-of-way. Johnstown shall endeavor to notify Thornton when

work or maintenance is expected to be performed in or on Johnstown-owned property or right-of-way that may impact the Pipeline.

iv. Thornton shall bear all costs associated with the installation, construction, operation and maintenance of the Pipeline.

v. Thornton shall be responsible for responding to all 811 calls for locating the Pipeline.

vi. Johnstown will allow Thornton to access the easements granted in Section 2.a.i. above via Johnstown's access road to Johnstown's water tank located on the Johnstown-owned parcel currently identified as Weld County Parcel No. 105929400001 while the Temporary Access and Construction Easement attached as Exhibit B ("TCE") is activated pursuant to paragraph 2 of said TCE. Consequently, when the TCE is terminated, so will Thornton's right to use the access road unless Johnstown permits access on a case-by-case basis. Thornton shall restore or repair to its original condition, and in a manner that is satisfactory to Johnstown, and damages caused by Thornton's use of Johnstown's access road. Johnstown and Thornton shall coordinate to allow both parties to access the gates to the property through interlocking locks or other means. Thornton will provide at least 24 hours advance notice to Johnstown prior to accessing the easements via Johnstown's access road, except in case of emergency which threatens life, safety or property. Johnstown makes no warranty that Johnstown will continue to own or control said access road.

c. If Johnstown's use of its rights of way reasonably requires the Pipeline to be moved for installation of stormwater or sanitary sewer lines or construction of roadway or intersection improvements, and no other reasonable alternative exists that does not require relocation of the Pipeline, Johnstown shall provide written notice to Thornton and Thornton shall, at its own cost and expense, move the Pipeline to a location deemed acceptable by Johnstown and Thornton. The Parties shall work together in good faith in the event relocation is necessary so that any adjustments made to the Pipeline will be as minimal as possible. Johnstown will use best efforts to plan around the Pipeline to avoid its relocation. In the event of relocation, Johnstown shall provide access to the relocated Pipeline if possible.

d. As long as such improvements do not interfere with Thornton's maintenance of, or access to, the Pipeline, Johnstown shall be entitled to install public improvements in the rights of way where the Pipeline is located and shall be entitled to cross the Pipeline subject to separation requirements identified in Paragraph 4.i., and landscaping standards identified in Exhibit C.

3. Location of the Pipeline within Johnstown's Growth Management Area. Thornton has identified the alignment for the Pipeline through Johnstown and Johnstown's Growth Management Area, and has acquired the easements necessary for

installation, construction, operation and maintenance of the Pipeline. Thornton will provide the then-current Plan and Profile drawings for the Pipeline within Johnstown and the Johnstown Growth Management Area within 60 days of execution of this Agreement, and will provide as-built drawings for the Pipeline within 60 days of such drawings being available.

4. Uses of Johnstown-owned property or right of way in the vicinity of the Pipeline after initial installation of the Pipeline. Johnstown will endeavor to regulate other uses of or changes to Johnstown-owned property or right-of-way so that such uses or changes will not unreasonably interfere with Thornton's use, operation or maintenance of the Pipeline. Thornton recognizes that third parties, including franchises, may have a pre-existing right to use Johnstown-owned property or right-of-way and that Johnstown has no direct oversight related to such third party or franchise operations, maintenance and capital planning. As permitted by law, Thornton's Pipeline shall be subject to such pre-existing rights. Except as stated herein, Thornton shall not be entitled to prohibit the use of the Johnstown-owned property or right-of-way by other utility operators. Such utility owner's rights will be subject to the terms of Thornton's Pipeline easements where Thornton's pipeline easement rights supersede or pre-date the rights of such utility operators' rights. Johnstown specifically acknowledges that areas not yet annexed or owned by Johnstown as of the date of Thornton's Pipeline easements are subject to such Pipeline easements and the rights and limitations defined therein, and will continue to be subject to such existing Pipeline easements if Johnstown acquires property or annexes rights of way that coincide with the Pipeline easements. After initial installation of the Pipeline, Johnstown and Thornton shall seek the cooperation of third parties and franchisees in use of the right-of-way to accommodate and protect the Pipeline. In addition, with respect to Johnstown-owned property or right-of-way:

i. Johnstown will endeavor to require a minimum of a ten (10) foot horizontal separation from the centerline of the Pipeline to any other utility proposed to be installed within the Pipeline easement and parallel to the Pipeline, and an eighteen (18) inch vertical separation from the edge of the Pipeline and any other utility proposed to cross the Pipeline. Pipeline crossings will be as close to 90-degrees as is reasonably possible.

ii. The Pipeline has been designed to have a minimum of four (4) feet of cover over the Pipeline. Johnstown will endeavor to require a minimum of four (4) feet of cover, over the Pipeline.

iii. The Parties will mutually agree on appropriate separations from Pipeline appurtenances to be determined on a case-by-case basis.

iv. To the extent practicable, if Johnstown is aware of such intended action, Johnstown will endeavor to prohibit any tree or shrub planting or permanent structure to be installed on the ground surface over the Pipeline that would impact Thornton's ability to use, operate and maintain the Pipeline.

v. The Pipeline is designed to accommodate AASHTO HS-20 live loads. Johnstown will endeavor to prohibit any uses over the Pipeline, and will not permit any uses over the Pipeline that exceed AASHTO HS-20 live loads.

vi. Johnstown will coordinate with Thornton when the uses of the Town right-of-way by third parties or franchises may impact the Pipeline.

vii. Johnstown will endeavor to require compliance with the guidelines set forth in the easement agreements shown in Exhibit B.

viii. With respect to the foregoing, the Parties recognize and agree that, as time passes, Johnstown may not readily possess the requisite knowledge to seek compliance with the guidelines contained herein. Thornton will endeavor to remain apprised of developments in Johnstown that may impact the Pipeline and to provide written notice to Johnstown of activity that it claims may impact the Pipeline.

ix. While Johnstown shall use good faith efforts to effectuate the foregoing, nothing contained in this Paragraph 4 shall give rise to liability on the part of Johnstown. The failure to accomplish the foregoing shall not form the basis of a legal claim against Johnstown, unless such failure is the result of willful or negligent misconduct.

5. Approvals. Whenever approval or acceptance by Johnstown is necessary pursuant to any provisions of this Agreement, Johnstown shall act in a timely manner in responding to such request for approval or acceptance and, assuming compliance with the provisions of this Agreement and with all of Johnstown's Ordinance, including but not limited to those for Excavations, Chapter 11, Article II, Sections 11-21 through 11-26, shall not unreasonably withhold same.

6. Restoration of property. Thornton shall restore or repair to its original condition or as close thereto as possible, except as necessarily modified to accommodate the Pipeline, any damages caused to real or personal property that arise out of or are related to the installation, construction, operation, maintenance or repair of the Pipeline. If Thornton fails to correct the damage, Johnstown may provide Thornton with written notice and an opportunity to cure. If Thornton fails to correct the damage subsequent to notice within ten (10) calendar days, Johnstown may correct the damage and send Thornton an invoice for the restoration or repair and, if applicable, the professional fees incurred to correct the damage including, but not limited to, engineering fees and legal fees. Thornton shall have thirty (30) days to pay the invoice or be deemed to be in breach of this Agreement.

7. Failure of Pipeline. If the Pipeline were to breach, break or leak and cause damage, of any sort, to real or personal property in Johnstown, regardless of whether due to the acts or omissions of Thornton, Thornton shall promptly: (i) notify Johnstown; (ii)

take all action to cure the defect; and (iii) restore the damaged property as set forth in paragraph 6 above.

8. Notification of breaks or leaks. Thornton shall promptly notify Johnstown of any leaks or breaks discovered by Thornton within Johnstown and shall promptly take appropriate action to cure any such defect.

9. Emergency raw water interconnection. Thornton has installed on the Pipeline an Emergency Raw Water Interconnect ("Interconnect") for use by Johnstown. Johnstown's connection to and use of the Interconnect will be governed by the terms and conditions of the Intergovernmental Agreement between the Town of Johnstown, Colorado and the City of Thornton, Colorado for an Emergency Raw Water Interconnection Agreement attached as Exhibit D, and executed concurrently with this Agreement.

10. Negotiation of a carriage agreement for use of excess capacity in the Pipeline. Thornton and Johnstown agree to negotiate in good faith for a carriage agreement for Johnstown's right to use excess capacity in the Pipeline. Johnstown's use of the excess capacity in the Pipeline must be consistent with and not interfere with Thornton's use of the Pipeline. The Parties will negotiate a carriage agreement addressing, among other matters, the matters identified in the term sheet attached as Exhibit E. Failure to reach a mutually acceptable carriage agreement for use of excess capacity in the Pipeline shall not be considered a breach of this Agreement by either Johnstown or Thornton, and is not subject to specific performance by either Johnstown or Thornton.

11. Breach by Thornton - Johnstown's Remedies. In the event of a breach of any of the terms and conditions of this Agreement and until such breach is corrected, Johnstown may take such actions as are permitted and/or authorized by the ordinances of Johnstown, this Agreement, and/or other law, as Johnstown reasonably deems necessary in order to protect the public health, safety and welfare. These remedies include, but are not limited to:

a. The refusal to issue any permit;

b. The revocation of any permit previously issued under which construction directly related to such permit has not commenced;

c. Specific performance of this Agreement; and

d. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety and welfare of Johnstown, Johnstown shall provide Thornton ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of Thornton. If during such ninety (90) day period Thornton commences to cure the breach

described in the notice and proceeds reasonably and timely thereafter to cure the breach, any action taken by Johnstown to enforce this Agreement shall be discontinued and no further action shall be taken by Johnstown to the extent that Thornton diligently pursues the cure to completion.

12. Breach by Johnstown - Thornton's Remedies. Thornton shall have any and all remedies against Johnstown for breach of this Agreement available at law or in equity for a material breach of this Agreement by Johnstown, including but not limited to termination of the Emergency Raw Water Interconnect Agreement or specific performance for a material breach which substantially impairs Thornton's ability to install, construct, operate and maintain the Pipeline in Johnstown. Unless necessary to protect the immediate health, safety and welfare of Thornton, Thornton shall provide Johnstown ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of Johnstown. If during such ninety (90) day period Johnstown commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Thornton to enforce this Agreement shall be discontinued and no further action shall be taken by Thornton to the extent that Johnstown diligently pursues the cure to completion.

13. Insurance. Thornton agrees to maintain sufficient insurance to satisfy any and all claims and liability that may arise from installation, construction, operation, maintenance and repair of the Pipeline including restoration of property as set forth in paragraph 6. Thornton agrees that, if it were to assign this Agreement, it shall require the assignee to have and maintain appropriate insurance to satisfy any and all claims and liability.

14. Acknowledgements. It is expressly understood that Thornton and Johnstown cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Thornton City Charter and Thornton City Code, the Johnstown Home Rule Charter and Johnstown Municipal Code, and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of each other's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of their respective city and town or its inhabitants; nor shall this Agreement prohibit the enactment by Thornton or Johnstown within their respective jurisdictions of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

15. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective on the date of delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town: Town of Johnstown

450 S. Parish Avenue
PO Box 609
Johnstown, Colorado 80534

with copy to: Town Attorney
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue #330
Loveland, CO 80538

Notice to Thornton: City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

with a copy to: City of Thornton
City Attorney
9500 Civic Center Drive
Thornton, CO 80229

Notwithstanding the foregoing, either Party may provide electronic mail ("e-mail") notice on the condition that the other Party acknowledges receipt of the e-mail and does not object to the delivery of notice by e-mail.

16. Assignment. Thornton shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Thornton without the consent of Johnstown. The terms "controlling," "controlled by," or "under common control with," shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Thornton shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity upon written approval by Johnstown, which shall not be unreasonably withheld. Upon such notice and written assumption of the obligations of Thornton by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Thornton which have been assigned or transferred arising after the date such duties and obligations are assumed by the assignee. After an initial assignment by Thornton, any subsequent assignment shall require the prior written consent of Johnstown (by and through Town Council or the Town Manager).

17. Authority to Execute Documents. This Agreement must be mutually approved by Thornton's City Council and Johnstown's Town Council. Thornton City Council's approval of this Agreement will authorize the Thornton City Manager or designee to execute documents as needed to allow the installation, construction, operation and maintenance of the Pipeline in Johnstown as long as the documents are

consistent with the terms of this Agreement. Johnstown's Town Council's approval of this Agreement will authorize the Johnstown Town Manager or his or her designee to execute all documents necessary to allow the installation, construction, operation and maintenance of the Pipeline in Johnstown, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement and otherwise comply with Johnstown's Ordinances.

18. Title and Authority. The persons signing this Agreement on behalf of Thornton and Johnstown represent and warrant that he or she has full power and authority to enter into this Agreement on behalf of Thornton or Johnstown, respectively. Johnstown and Thornton understand that each is relying on such representations and warranties in entering into this Agreement.

19. Colorado Governmental Immunity Act. The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq*. (the "Act"), as it is from time to time amended, or otherwise available to the Parties, their officers, or employees. Thornton acknowledges and agrees that an assignee may not have the rights, protections of privileges of the Act.

20. Entire Agreement - Amendments. This Agreement represents the entire agreement of the Parties with respect to the installation, construction, operation and maintenance of the Pipeline within Johnstown. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between Thornton and Johnstown.

21. Severability. If any part, term, or provision of any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the ability of Thornton to install, construct or maintain the Pipeline in Johnstown, after cure, the Parties agree to take such reasonable steps as are necessary to allow installation, construction, maintenance and operation of the Pipeline in Johnstown in accordance with the terms of this Agreement.

22. Effective Date. This Agreement shall be effective and binding upon both Parties as of the date first set forth above.

23. Further Assurances. The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

24. No Duress. The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

25. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any right or obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Weld County, Colorado.

27. Third Party Beneficiaries. This Agreement is made by and between the Parties and, to the extent permitted, successors or assigns and solely for their benefit. No third parties shall be entitled to enforce the duties or enjoy the rights created herein.

28. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, intending to be legally bound hereby as of the date first set forth above.

Exhibits to Agreement

A – Map of Pipeline in Johnstown and Johnstown Growth Management Area
B – Easement Documents
C – Landscaping/Improvements around Pipeline
D – Emergency Raw Water Interconnection Agreement
E – Term Sheet for Negotiation of Carriage Agreement

[Signature pages follow]

TOWN OF JOHNSTOWN, COLORADO,
a Colorado home rule municipality

ATTEST:

_____
Troy D. Mellon, Mayor

_____
Hannah Hill, Town Clerk

APPROVED AS TO FORM:
Law Office of Avi S. Rocklin, LLC
by: Avi Rocklin, Town Attorney

_____
Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____2024, by Troy D. Mellon, Mayor, Town of Johnstown.

WITNESS my hand and official seal.

My commission expires:_____

_____
NOTARY PUBLIC

CITY OF THORNTON, COLORADO,
a Colorado home rule municipality

_____
Kevin S. Woods, City Manager

ATTEST:

_____
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

_____
City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

Subscribed and acknowledged before me this ____ day of _____, 2024, by Kevin S. Woods, City Manager, City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Exhibit A to INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO

Map of Thornton Water Project through Johnstown GMA

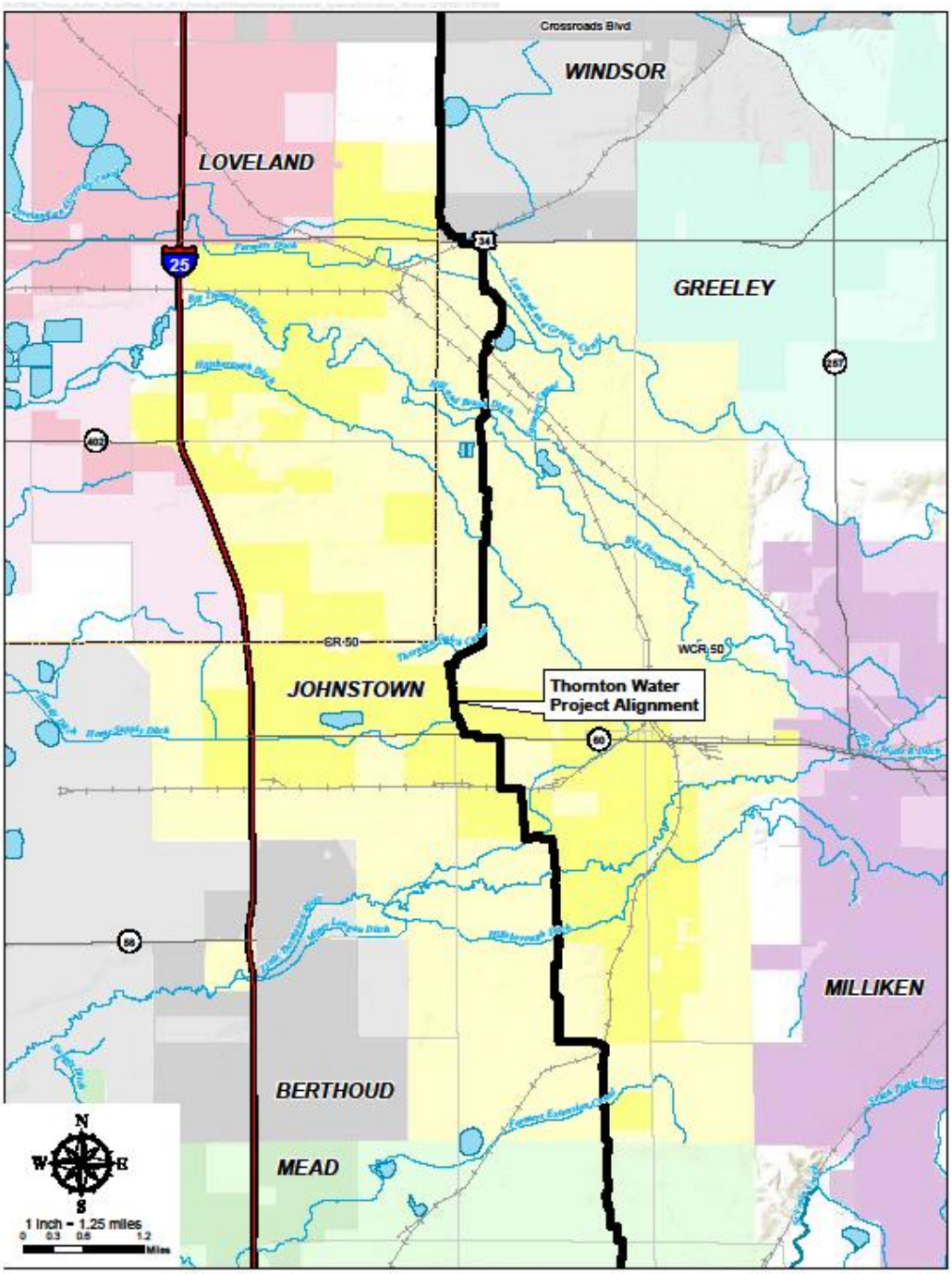


Exhibit B to INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO – Easement Documents

DEED OF PERPETUAL NON-EXCLUSIVE EASEMENT
(Water Line)

THIS DEED OF PERPETUAL NON-EXCLUSIVE EASEMENT is made this _____ day of _____, 2024, between Town of Johnstown, State of Colorado, a Colorado home rule municipal corporation, whose address is 450 S. Parish Avenue, Johnstown, Colorado 80534 ("Grantor"), and the City of Thornton a Colorado, a Colorado home rule municipality, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee"). Grantor and Grantee may be individually referred to as a "Party" and collectively referred to herein as "Parties."

WITNESSETH

1. That for and in consideration in the amount of Ten Dollars ($10.00) and of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, a Perpetual Non Exclusive Easement ("Perpetual Easement") on, under, through, over and across property owned by Grantor, as described and depicted in **Exhibit A (20-3 PE)** attached hereto and incorporated herein by this reference the ("Property"), to access, install, construct, use, operate, maintain, replace, repair, reconstruct, improve, relocate, inspect, survey, test and remove, at any time and from time to time as may be useful to, or required by Grantee, a single 42-inch diameter water pipeline, conduits, vaults, meters, valves, manholes, access roads, subject to paragraph 2 below, or any other underground water pipeline utility structures (including, but not limited to, communication facilities) and all necessary underground cables, wires and all improvements and appurtenances thereto, with above ground improvements limited to vent pipes and utility location markers ("Improvements").

2. To the maximum extent practicable, Grantee shall use existing gates, public roads, trails or facilities for access to the Property.

3. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted which will not unreasonably interfere with or endanger any of Grantee's Improvements or otherwise interfere with Grantee's rights hereunder.

4. The Parties further agree that the uses of the Property by Grantor and the agreements concerning those uses shall be as follows:

a. Grantor shall not itself or through other persons or entities, erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, on, over or in the Property, which would unreasonably interfere with Grantee's exercise of the rights herein conveyed, without obtaining the prior specific written permission of Grantee, except that, without written permission of Grantee

and subject to Paragraph 5.b. below, Grantor has the unconditional right to erect and construct the Water Tank Improvements (defined below);

b. Without the prior specific written permission of Grantee, Grantor may, install landscaping (except trees), pavement, curbs, gutters, sidewalks, trails, parking areas and associated curb cuts, driveways, fences, sprinkler systems, posts, poles or walls within the Property;

c. Grantor on behalf of itself, its employees, contractors and agents, shall take no action that would impair or in any way decrease or increase the ground level, or the lateral or subjacent support for the appurtenances and Improvements within the Property, in a manner that causes damages to or risks the integrity of the Improvements, without obtaining the prior specific written permission of Grantee;

d. Without liability for damage, Grantee may remove anything identified under subparagraph 4.a. herein that is placed on, over, or in the Property without the prior specific written permission of Grantee at Grantor's cost. In addition, Grantee shall have the right, to cut, trim, control and remove trees, brush, and other obstructions that injure or interfere with Grantee's occupation or enjoyment of the Perpetual Easement or Improvements.

5. Grantee hereby covenants and agrees to the following:

a. Grantee shall restore or repair to its original condition, and in a manner that is reasonably satisfactory to the Grantor, any damages caused on the Property, arising out of the construction, reconstruction, maintenance or repair of said Improvements in the exercise of the rights hereby granted to Grantee;

b. Grantee understands and agrees that Grantor is constructing, or has constructed, a water tank and related pipelines and above and below ground improvements appurtenant thereto ("Water Tank Improvements") on property in close proximity to, adjacent to, near and/or congruent with the Property that is the subject of the Perpetual Easement. In exercising the rights granted herein, Grantee:

i. Shall not interfere with Grantor's contractors and shall coordinate Grantee's construction with Grantor's contractors;

ii. Shall not, at any time, damage the Water Tank Improvements and shall install its Improvements in a location within the Property that does not interfere with the Water Tank Improvements or the ability of Grantor to access the Water Tank Improvements; and

iii. If, contrary to the obligation set forth above, Grantee, at any time, damages the Water Tank Improvements, Grantee shall restore the Water Tank Improvements to their original condition or shall, in Grantor's discretion, pay Grantor in full for the reasonable cost of the work to repair the damaged

Water Tank Improvements, including, but not limited to, the actual costs of the repair work, an administrative fee and third-party consultant fees.

c. Grantee shall install bollards around all at-grade and above-grade Improvements, if any.

6. Except in emergencies involving potential loss of life or damage or destruction to property or when Grantor cannot reasonably be located, Grantee shall give Grantor fourteen (14) days' notice before entry upon the Property for construction or other comparable operations, maintenance and repair involving disturbance or alteration of the Property or Grantor's property thereon.

7. In case Grantee shall permanently abandon the Perpetual Easement herein granted, and cease to use the same, all right, title and interest hereunder of Grantee shall revert to the then owner of the Property. At such time, Grantee shall remove all at-grade and above-grade Improvements and restore the Property to its original condition and shall, with respect to the below-grade Improvements, either remove the Improvements where installed by ditching and restore the Property to its original condition or purge the Improvements of product, fill the line with an inert substance and abandon the below ground Improvements in place. Grantee shall be responsible for all costs and fees related to such removal or filling in of the Improvements. Upon said permanent abandonment, Grantee shall record a release of this Perpetual Easement in the Clerk and Recorder's office in Weld County, Colorado.

8. Grantee shall be responsible for obtaining any permits, approvals and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Property.

9. Other than the Intergovernmental Agreement Between the Town of Johnstown, Colorado and the City of Thornton, Colorado executed on or about the date of this instrument and the terms set forth herein, the Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents or employees.

10. This Perpetual Easement and the grant contained herein are subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing of record in the Clerk and Recorder's office in Weld County, Colorado at the time this deed is recorded. Except as provided herein, Grantor makes no additional representations or warranties (including warranties of title) in or by this Perpetual Easement or any grant herein.

11. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assignees.

12. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

13. The Parties agree that this Perpetual Easement shall be recorded, at Grantee's sole cost, in the Clerk and Recorder's office in Weld County, Colorado.

IN WITNESS WHEREOF, the Parties have executed this Deed of Perpetual Easement effective as of the date first written above.

[Signature Pages Follow]

GRANTOR:
Town of Johnstown, State of Colorado, a Colorado municipal corporation

_____
Matthew LeCerf, Town Manager

ATTEST:

_____
Hannah Hill, Town Clerk

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

Subscribed and acknowledged before me this _____ day of _____ 2024, by Town of Johnstown, State of Colorado, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

GRANTEE:

CITY OF THORNTON, COLORADO, a Colorado home rule municipality

_____
Jason Pierce, Thornton Water Project Director

ATTEST:

_____
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

_____
Senior Assistant City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

Subscribed and acknowledged before me this _____ day of _____, 2024, by Jason Pierce, Thornton Water Project Director, City of Thornton.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

CIVILARTS

Thornton WATER PROJECT

EXHIBIT A

Thornton Water Project – CIP 12-777

Town of Johnstown
PN: 105929400001
Parcel: 20-3 PE

Date: November 17, 2022

LEGAL DESCRIPTION

A strip of land, 50.00 feet in width, located in the N1/2 of the S1/2 of the SE1/4 of Section 29, T4N, R67W of the 6th P.M., County of Weld, State of Colorado, described as follows:

COMMENCING at the C-S-S1/64 Corner of said Section 29 from which the C-S1/16 Corner of said Section 29 bears N00°47'16"W, 659.53 feet (Basis of Bearing), thence S89°17'17"E, 68.35 feet along the South Line of the N1/2 of the S1/2 of the SE1/4 of said Section 29 to a point on a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of that 30-foot Petroleum Pipeline Easement granted to Duke Energy Field Services, LP as described in instrument recorded August 29, 2001, as Reception No. 2879033 of the records of Weld County, Colorado, and the POINT OF BEGINNING;

Thence N0°47'36"W, 295.21 feet along a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement to the Northerly Line of that tract of land conveyed to the Town of Johnstown as described in Warranty Deed recorded August 4, 2006, as Reception No. 3409281 of the records of Weld County, Colorado;

Thence N89°17'28"W, 50.02 feet along the Northerly Line of that tract of land as described as said Reception No. 3409281 to a point on a line that is 10.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement;

Thence S0°47'36"E, 295.21 feet along a line that is 10.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement to the South Line of the N1/2 of the S1/2 of the SE1/4 of said Section 29;

EXHIBIT A

Thence S89°17'17"E, 50.02 feet along the South Line of the N1/2 of the S1/2 of the SE1/4 of said Section 29 to a point on a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement and the POINT OF BEGINNING.

Area = 14,761 square feet (0.339 acres), more or less.

NOTICE: According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

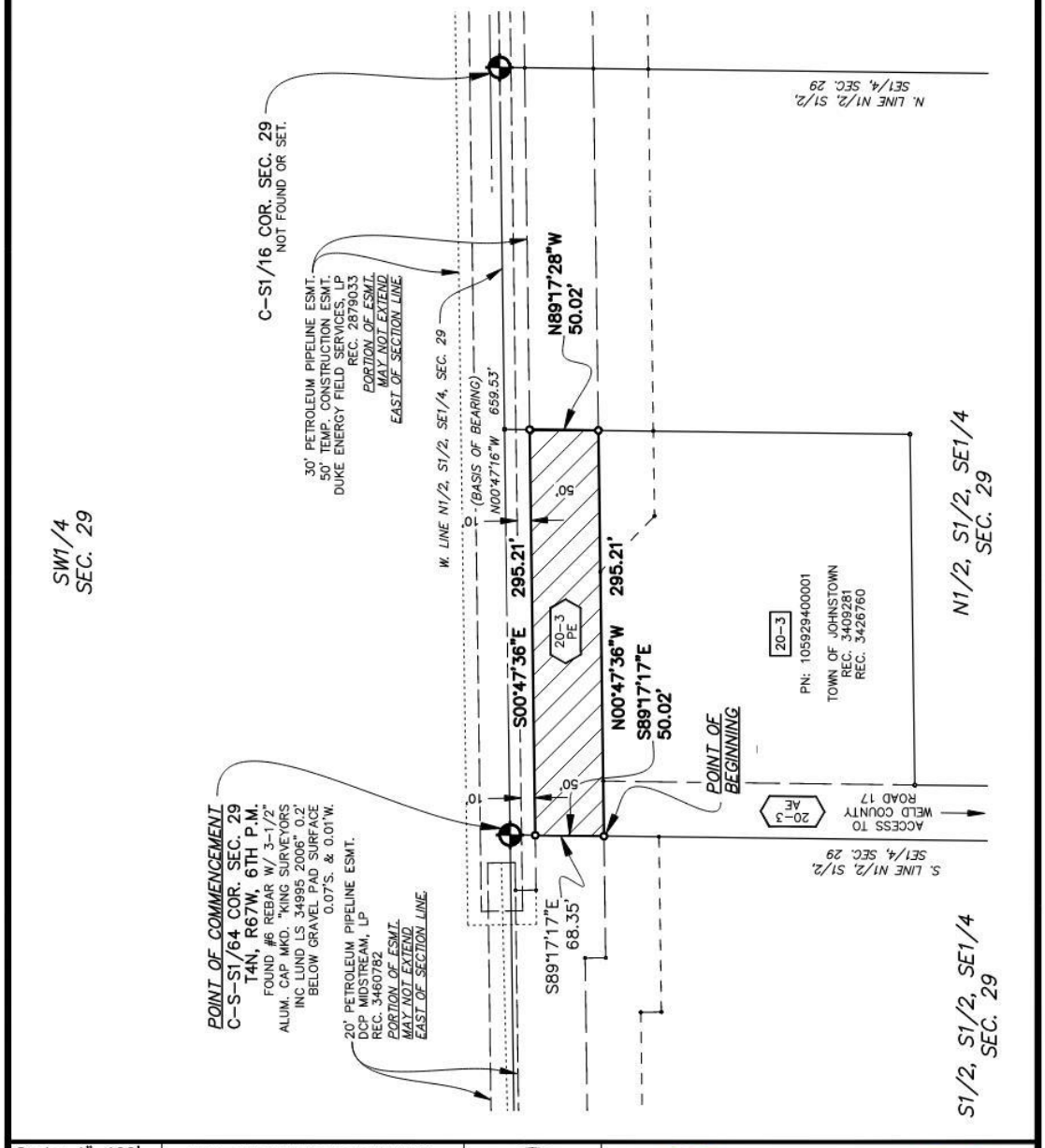
Frank N. Drexel
Colorado Professional Land
Surveyor No. 24305
1500 Kansas Ave #2-E, Longmont, CO 80501

Date: 11-17-22

File: 20-3 PE 111722-Lgl.doc Project: 1302-1

Sheet 2 of 3

EXHIBIT A



Scale: 1"=100'	NOTE: THIS EXHIBIT MAP IS INTENDED ONLY AS AN AID TO FOLLOW THE ATTACHED LEGAL DESCRIPTION AND DOES NOT REPRESENT A LAND SURVEY PLAT ACCORDING TO COLORADO STATUTES.	N	Thornton WATER PROJECT / CIVILARTS
Date: 11/17/22			
Dwg: 13201-EE			
Sheet 3 of 3			

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT, is made this _____ day of _____, 2024, Town of Johnstown, State of Colorado, a Colorado municipal corporation whose address is 450 S. Parish Avenue, Johnstown, Colorado 80534 ("Grantor"), and the City of Thornton, a Colorado home rule municipality ("Grantee"), located at 9500 Civic Center Drive, Thornton, Colorado 80229. Grantor and Grantee may be individually referred to as a "Party" and collectively referred to herein as "Parties."

WITNESSETH

1. That for and in consideration of the sum of TEN DOLLARS and of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants to Grantee a Temporary Access and Construction Easement ("TCE") for ingress and egress through, to, in, on, over, across and along property owned by Grantor, as described and depicted in **Exhibit A (20-3 REV TE)** attached hereto and incorporated herein by this reference the ("Property") for the purpose of construction and installation of water pipelines including all improvements and appurtenances related thereto ("Improvements"). This TCE further includes the right to use the Property for construction of the Improvements and equipment and material storage during construction.

2. The term of this TCE shall commence thirty (30) days after Grantee gives written notice to Grantor at the address set forth above of Grantee's intent to commence construction and shall continue for a term of eighteen (18) months from the date stated in the notice of intent to commence construction. Grantor also grants to Grantee the option to extend this TCE on a month-to-month basis, not to exceed one (1) year from the date of expiration hereof, upon Grantee's written notice to Grantor of exercise of the option to extend this TCE.

3. Grantee covenants and agrees to restore the Property, including landscaping, fences, or other improvements existing on the Property at the time this TCE commences to a condition acceptable to the Town and comparable to its condition prior to construction.

4. During the term of this TCE, Grantor shall not itself, or through its employees, contractors or agents, erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or allow the installation of other utilities on, over or in the Property within said TCE, which may interfere with Grantee's full enjoyment of the rights hereunder, except that, during the term of this TCE, in coordination with Grantee, Grantor has the unconditional right to erect and construct a water tank and related pipelines and other above and below ground improvements appurtenant thereto on, over, in and/or under the Property.

5. Other than the Intergovernmental Agreement Between the Town of Johnstown, Colorado and the City of Thornton, Colorado executed on or about the date of this instrument and the terms set forth herein, the Parties hereto agree that neither has made or authorized any agreement with respect

to the subject matter of this instrument, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents or employees.

6. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assignees.

7. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

8. The Parties agree that this TCE shall be recorded, at Grantee's sole cost, in the office of the Weld County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Access and Construction Easement effective as of the date first written above.

GRANTOR:
Town of Johnstown, State of Colorado, a Colorado municipal corporation

_____
Matthew LeCerf, Town Manager

ATTEST:

_____
Hannah Hill, Town Clerk

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

Subscribed and acknowledged before me this _____ day of _____ 2024, by Town of Johnstown, State of Colorado, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

GRANTEE:

CITY OF THORNTON, COLORADO, a Colorado home rule municipality

_____
Jason Pierce, Thornton Water Project Director

ATTEST:

_____
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

_____
Senior Assistant City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

Subscribed and acknowledged before me this _____ day of _____, 2024, by Jason Pierce, Thornton Water Project Director, City of Thornton.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

CIVILARTS

Thornton WATER PROJECT

EXHIBIT A

Thornton Water Project – CIP 12-777

Town of Johnstown
PN: 105929400001
Parcel: 20-3 REV TE

Date: November 17, 2022

LEGAL DESCRIPTION

A strip of land, 40.00 feet in width, located in the N1/2 of the S1/2 of the SE1/4 of Section 29, T4N, R67W of the 6th P.M., County of Weld, State of Colorado, described as follows:

COMMENCING at the C-S-S1/64 Corner of said Section 29 from which the C-S1/16 Corner of said Section 29 bears N00°47'16"W, 659.53 feet (Basis of Bearing), thence S89°17'17"E, 68.35 feet along South Line of the N1/2 of the S1/2 of the SE1/4 of said Section 29 to a point on a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of that 30-foot Petroleum Pipeline Easement granted to Duke Energy Field Services, LP as described in instrument recorded August 29, 2001, as Reception No. 2879033 of the records of Weld County, Colorado; Thence N0°47'36"W, 192.34 feet along a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement to the POINT OF BEGINNING;

Thence continuing N0°47'36"W, 102.87 feet along a line that is 60.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement to the Northerly Line of that tract of land conveyed to the Town of Johnstown as described in Warranty Deed recorded August 4, 2006, as Reception No. 3409281 of the records of Weld County, Colorado;

Thence S89°17'28"E, 40.01 feet along the Northerly Line of that tract of land as described as said Reception No. 3409281 to a point on a line that is 100.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement;

Thence S0°47'36"E, 61.82 feet along at line that is 100.00 feet Easterly of, as measured at right angles from and parallel with, the Easterly Line of said 30-foot Petroleum Pipeline Easement;

EXHIBIT A

Thence S44°12'24"W, 56.57 feet to the POINT OF BEGINNING.

Area = 3,294 square feet (0.076 acres), more or less.

NOTICE: According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

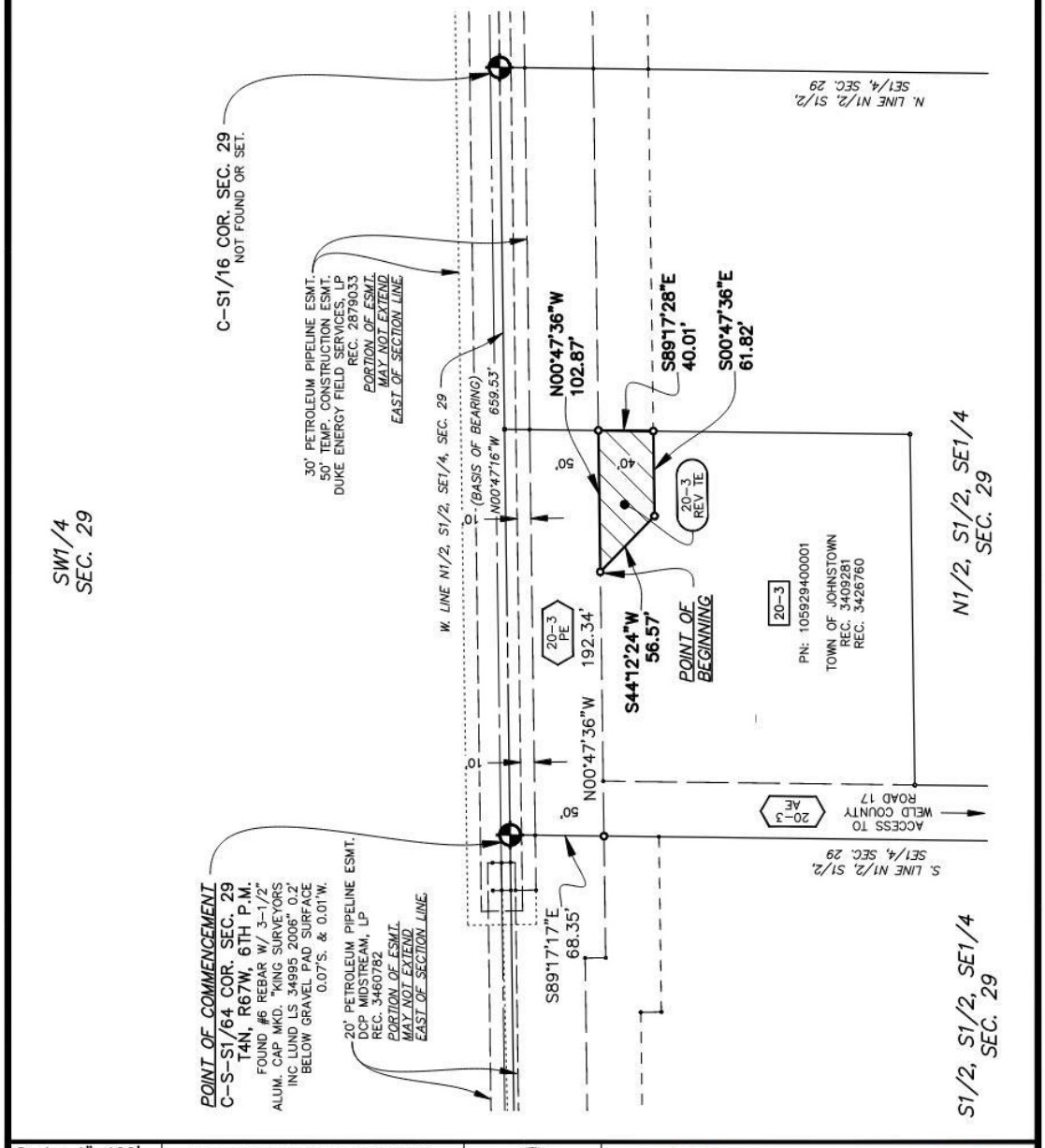
Frank N. Drexel
Colorado Professional Land
Surveyor No. 24305
1500 Kansas Ave #2-E, Longmont, CO 80501

Date: 11-17-22

File: 20-3 TE 111722-Lgl.doc Project: 1302-1

Sheet 2 of 3

EXHIBIT A



Scale: 1"=100'	NOTE: THIS EXHIBIT MAP IS INTENDED ONLY AS AN AID TO FOLLOW THE ATTACHED LEGAL DESCRIPTION AND DOES NOT REPRESENT A LAND SURVEY PLAT ACCORDING TO COLORADO STATUTES.	N	Thornton WATER PROJECT / CIVILARTS
Date: 11/17/22			
Dwg: 13201-EE			
Sheet 3 of 3			

Exhibit C to INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO

STANDARDS FOR LANDSCAPING/IMPROVEMENTS AROUND PIPELINE

1. Uses allowed over and within ten (10) feet of the centerline of the pipeline
    a. Streets, including paved or dirt roads, curb and gutter, drainage ditches
    b. Sidewalks or trails – sidewalks and trails will be designed to accommodate light trucks without causing damage
    c. Landscape irrigation systems, excluding valve boxes and controllers
    d. Turf grass
2. Uses not allowed over and within ten (10) feet of the centerline of the pipeline
    a. Trees and shrubs
    b. Buildings
    c. Irrigation system valve boxes or controllers
3. Uses allowed more than ten (10) feet from the centerline of the pipeline
    a. Trees and shrubs as long as the mature plant canopy does not extend to within ten (10) feet of centerline of pipeline

Exhibit D to INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO FOR AN EMERGENCY RAW WATER INTERCONNECTION

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the _____ day of _____, 2024 by and between Town of Johnstown, a Colorado home rule municipality ("Johnstown"), and the City of Thornton, a Colorado home rule municipality ("Thornton"), collectively (the "Parties").

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq*., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Thornton plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project and appurtenances thereto ("the Pipeline"); and

WHEREAS, Johnstown owns and operates a water system which is supplied water from various sources; and

WHEREAS, emergency water supply situations may occur during which the best interests of the health, safety and welfare of Johnstown would be served if Johnstown's system were connected to the Pipeline in a manner that Thornton could assist Johnstown during such an emergency; and

WHEREAS, simultaneously herewith, the Parties are entering into an Intergovernmental Agreement between the Town of Johnstown, Colorado and the City of Thornton, Colorado related to the installation, construction, operation and maintenance of the Pipeline ("Primary Agreement").

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions to allow for the installation, construction, operation and maintenance of an emergency raw water interconnection between the Pipeline and Johnstown's water system. All

conditions contained herein are in addition to applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Interconnect construction. Thornton has constructed and installed a twelve (12) inch "T" and valve ("Interconnect") as part of the construction and installation of the Pipeline. The Interconnect is located as described on the plan and profile sheets for the Pipeline provided to Johnstown as provided in the Primary Agreement.

3. Johnstown connection to Interconnect. Johnstown, at Johnstown's expense, shall have the right to connect its raw water system to the Interconnect. Johnstown's connection to the Interconnect shall include facilities necessary to accurately and remotely control and measure the flow of water through the Interconnect to Johnstown's raw water system, both on an instantaneous basis and on a totalizing basis, and to prevent backflow from Johnstown's raw water system through the Interconnect to the Pipeline. Thornton shall have the right to review and approve the design of the facilities connecting the Interconnect to Johnstown's raw water system prior to construction and operation of Johnstown's connection to the Interconnect. Thornton's approval shall not be unreasonably withheld.

4. Ownership of facilities. Thornton shall own and be responsible for all Interconnect facilities up to and including the Interconnect valve. Johnstown shall own and be responsible for the connection to the Interconnect valve and all facilities downstream of the Interconnect valve. Johnstown will purchase and convey to Thornton a meter compatible with Thornton's systems that is capable of accurately and remotely measuring the flow of water through the Interconnect.

5. Maintenance and inspection of Johnstown facilities. Thornton shall have the right to inspect Johnstown's Interconnect-related facilities at any time, and Thornton reserves the right to refuse service through the Interconnect if such facilities are not maintained in a condition to ensure accurate control and measurement of any water deliveries, and to protect Thornton's water system from backflow from Johnstown's water system.

6. Use of Interconnect. The Interconnect shall be used in the event of an emergency if Thornton is capable of, as defined below, providing raw water. For purposes of this Agreement, an emergency is a main break or other infrastructure failure which causes partial or total inability of Johnstown's raw water system to provide adequate water for fire protection and/or domestic water service. A shortage of untreated water available to Johnstown's water system (or its water rights) due to drought or other hydrologic conditions shall be considered on a case-by-case basis at Thornton's discretion.

7. Capable of providing raw water.

    a. Thornton shall not be deemed capable of providing raw water for events that affect the structure, integrity or operation of the Pipeline or the source of water

available to Thornton beyond its reasonable control, including but not limited to: 1) acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods); 2) acts of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; 3) any legal prohibition to operating the Pipeline or delivery of Thornton's source water (the fact that the water is not decreed for use in Johnstown shall not give rise to a claim that Thornton is not capable of providing raw water); 4) contamination of the source water such that Thornton would not take such source water into its municipal supply; 5) loss of electrical power; 6) accident, breakage, or equipment failure causing the Pipeline to be inoperable; or 7) other unforeseeable circumstance beyond the control of Thornton and which Thornton cannot avoid even by using its best efforts.

b. Thornton shall not be deemed capable of providing raw water in situations where Thornton, in its sole discretion, needs one hundred percent (100%) of either the Pipeline capacity or Thornton's source water or both, for delivery of or use of its source water for its own municipal uses. If the Interconnect has been activated and Thornton needs the Pipeline capacity or its source water as described herein, Thornton may cease deliveries and deactivate the Interconnect upon twelve (12) hours written notice to Johnstown.

c. If Johnstown has requested Thornton to activate the Interconnect and Thornton is not capable of providing raw water as provided in paragraph 7.a. or 7.b. above, Thornton shall notify Johnstown of the nature and expected duration of such event and shall thereafter keep Johnstown informed of the status of Thornton's capability of providing raw water. Thornton shall use all reasonable means to overcome the effects of such event and to provide raw water as soon as reasonably practicable.

8. Activation of Interconnect. In the event of an emergency, as defined in paragraph 6, Johnstown shall notify Thornton of its intent to activate the Interconnect to deliver raw water into Johnstown's system. The request for activation shall be made by calling the phone number provided by Thornton in the Standard Operating Procedure (SOP), as defined in paragraph 9. If an emergency exists, and Thornton is capable of providing raw water, Thornton shall grant permission to allow Johnstown to activate the Interconnect.

9. Operation of Interconnect. Johnstown and Thornton shall develop a Johnstown Emergency Raw Water Interconnect SOP for operation of the Interconnect. Among other matters, the SOP will address that minimum flows may be required depending on the situation. The Interconnect shall not be operated without a mutually agreed-upon SOP executed by Thornton's Executive Director for Infrastructure (or equivalent) and Johnstown's Utility Director. The Parties agree to act in good faith to develop an SOP that satisfies the intent and purposes of this Agreement. The Parties may amend the SOP from time to time to reflect changing conditions, personnel, or other matters referenced in the SOP.

10. Deactivation of Interconnect. Johnstown shall make all reasonable efforts to resolve the emergency situation and curtail deliveries from the Interconnect as soon as possible. So long as Thornton is capable of providing raw water, Johnstown shall have the right to use the Interconnect for a reasonable time period to allow it to resolve the emergency situation. Johnstown will notify Thornton of its intent to stop delivery of water through the Interconnect as soon as is reasonably possible after such intent is known by Johnstown. When deliveries have ceased, Johnstown will close the Interconnect valve per the procedures provided in the SOP.

11. Billing. Billing for water delivered to Johnstown through the Interconnect shall be at the lowest rate available regardless of consumption volume and, in no case, no higher than Thornton charges its then-existing customers for raw water delivery. However, additional operation and maintenance costs will be charged if Thornton must start up and operate the Pipeline to make emergency Interconnect deliveries to Johnstown to the extent that Pipeline is not otherwise delivering water and Thornton is capable of delivering water. Thornton shall bill Johnstown within sixty (60) days following delivery, and payment shall be due within thirty (30) days of the billing date.

12. Water pressure. Thornton makes no guarantee of pressure of water available through the Interconnect, and Johnstown understands and acknowledges that significant pressure fluctuations may occur.

13. Water quality. Thornton makes no guarantee as to the quality of the water available through the Interconnect, and Johnstown understands and acknowledges that significant quality fluctuations may occur. Johnstown further understands and acknowledges that the water delivered through the Interconnect may be of significantly different quality than Johnstown's other raw water sources, and accepts all responsibility related to commingling of water pursuant to this Agreement, including, but not limited to, approval by any state or federal agency to use water from the Pipeline as a water source.

14. Term. This Agreement shall be effective for a ten-year term beginning on the date of execution hereof. Upon expiration of the ten-year period, this Agreement shall be automatically renewed for additional ten-year periods until terminated by Johnstown. Johnstown may terminate this Agreement at any time by providing sixty (60) days prior written notice of termination of the Agreement. Johnstown may not terminate the Agreement until all amounts owed Thornton have been paid. Thornton may only terminate the Agreement as provided in paragraph 15.

15. Termination. If either Party fails to comply with a material term of this Agreement, the non-defaulting Party may provide notice of the alleged performance failure to the other Party and the Parties shall within thirty (30) days meet and confer in good faith in an effort to agree on a resolution of the breach. If the Parties are unable to resolve the dispute despite such good faith efforts, then either Party may, at its option, commence mediation. The mediation shall occur at a location that is within fifty (50) miles of

Johnstown, unless the Parties agree to a different location, and the cost shall be split equally between the Parties. If the Parties are not able to resolve the dispute within sixty (60) days of the commencement of mediation, in addition to other remedies available at law, then either Party may provide ninety (90) days written notice to terminate this Agreement.

16. Use of Thornton water. All water furnished pursuant to this Agreement is on a leasehold basis for the use of Johnstown and its customers for all the various purposes for which Thornton has been decreed the right to appropriate water. Water delivered to Johnstown through the Interconnect for use by Johnstown and its customers is for primary use only and does not include any right to make a succession of uses of such water. Upon completion of the primary use by Johnstown or its customers all dominion and control over the water delivered through the Interconnect reverts completely to Thornton. Except as otherwise provided, all property rights to the water to be furnished by Thornton hereunder are reserved by Thornton, provided, however, that nothing herein shall be deemed or construed as creating an obligation on Thornton to separate said water from any material added to it in use by Johnstown or its customers or as creating any obligation on Thornton regarding the treatment of any wastewater generated by the use of water delivered to Johnstown through the Interconnect. It is mutually agreed that there is no obligation on Johnstown to create any particular volume of return flow from water delivered pursuant to this Agreement. Johnstown will cooperate with Thornton to provide any water accounting information required by the State Engineer's Office from use of the Interconnect.

17. Thornton's water rights. It is specifically acknowledged by Johnstown that the water to be delivered in the Pipeline is associated with Thornton's Northern Project Decree on Remand Case No. 87CW332. Thornton's water is not decreed for use in or by Johnstown, and any use by Johnstown is subject to administration, including curtailment, by the State Engineer's Office.

18. Acknowledgements. It is expressly understood that Thornton and Johnstown cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Thornton City Charter and Thornton City Code, the Johnstown Home Rule Charter and Johnstown Municipal Code, and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of each other's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of their respective city and town or its inhabitants; nor shall this Agreement prohibit the enactment by Thornton or Johnstown within their respective jurisdictions of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

19. Notice. All notices required under this Agreement shall be in writing, except for notices regarding activation of the Interconnect provided in paragraph 7 above, and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given

shall be considered effective on the date of delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town:	Town of Johnstown 450 S. Parish Avenue PO Box 609 Johnstown, Colorado 80534
with copy to:	Town Attorney Law Office of Avi S. Rocklin, LLC 1437 N. Denver Avenue #330 Loveland, CO 80538
Notice to Property Owner:	City of Thornton 9500 Civic Center Drive Thornton, CO 80229
with a copy to:	City Attorney City of Thornton 9500 Civic Center Drive Thornton, CO 80229

Notwithstanding the foregoing, either Party may provide electronic mail ("e-mail") notice on the condition that the other Party acknowledges receipt of the e-mail and does not object to the delivery of notice by e-mail.

20. Assignment. Thornton shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Thornton without the consent of Johnstown. The terms "controlling," "controlled by," or "under common control with," shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Thornton shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Johnstown and obtaining Johnstown's consent, which shall not be unreasonably withheld. Upon such notice and written assumption of the obligations of Thornton by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Thornton which have been assigned or transferred arising after the date such duties and obligations are assumed by the assignee.

21. Authority to execute documents. This Agreement must be mutually approved by Thornton's City Council and Johnstown's Town Council. Thornton City Council's approval of this Agreement will authorize the Thornton City Manager to execute other documents as needed as long as the documents are consistent with the terms of this Agreement. Johnstown's Town Council's approval of this Agreement will authorize the Johnstown Town Manager or his or her designee to execute all documents necessary to allow for operation and maintenance of the Interconnect in Johnstown, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement.

22. Title and authority. The persons signing this Agreement on behalf of Thornton and Johnstown represent and warrant that he or she has full power and authority to enter into this Agreement on behalf of Thornton or Johnstown, respectively. Johnstown and Thornton understand that each is relying on such representations and warranties in entering into this Agreement.

23. Colorado Governmental Immunity Act. The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

24. Entire agreement - amendments. This Agreement represents the entire agreement of the Parties with respect to the installation and operation of the Interconnect. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between Thornton and Johnstown.

25. Severability. If any part, term, or provision of any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the ability of Thornton to install, construct or maintain the Interconnect in Johnstown after cure, the Parties agree to take such reasonable steps as are necessary to allow installation, construction, maintenance and operation of the Interconnect.

26. Effective date. This Agreement shall be effective and binding upon both Parties as of the date first set forth above.

27. Further assurances. The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

28. No duress. The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

29. Execution and counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

30. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any right or obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Weld County, Colorado.

31. Third party beneficiaries. This Agreement is made by and between the Parties and, to the extent permitted, successors or assigns and solely for their benefit. No third parties shall be entitled to enforce the duties or enjoy the rights created herein.

32. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

33. Approvals. Whenever approval or acceptance of either Party is necessary pursuant to any provisions of this Agreement, such Party shall act in a timely manner in responding to such request for approval or acceptance and shall not unreasonably withhold such approval or acceptance.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, intending to be legally bound hereby as of the date first set forth above.

[Signature pages follow]

TOWN OF JOHNSTOWN, COLORADO,
a Colorado home rule municipality

ATTEST:

_____
Troy D. Mellon, Mayor

_____
Hannah Hill, Town Clerk

APPROVED AS TO FORM:
Law Office of Avi S. Rocklin, LLC
by: Avi Rocklin, Town Attorney

_____
Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____2024, by Troy D. Mellon, Mayor, Town of Johnstown.

WITNESS my hand and official seal.

My commission expires:_____

_____
NOTARY PUBLIC

CITY OF THORNTON, COLORADO,
a Colorado home rule municipality

_____
Kevin S. Woods, City Manager

ATTEST:

_____
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

_____
City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

Subscribed and acknowledged before me this ____ day of _____, 2024, by Kevin S. Woods, City Manager, City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Exhibit E to INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO

TERM SHEET FOR NEGOTIATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND THE CITY OF THORNTON, COLORADO FOR CARRIAGE OF WATER

1. Excess capacity (as available – no guarantees):
    a. Johnstown has an option to lease excess, as-available, capacity AFTER Thornton's use and AFTER any other parties with an applicable valid lease of excess capacity in TWP.
    b. Priority to use excess capacity as between multiple entities shall be in the order of the date of any fully executed lease agreement with each entity.
2. Johnstown's right to use excess capacity is subject to Thornton's use of the TWP and any other use of excess capacity that other entities may lease prior to Johnstown's lease of excess capacity.
3. Cost breakdown shall be an established rate per 1,000 gallons of water delivered for billing purposes, and shall include the following components:
    a. Carriage Charge. To account for the costs Thornton will incur in operating, maintaining and replacing the Thornton pipeline, pumps, and other appurtenances needed for delivery of Johnstown's water, Johnstown will pay a Carriage Charge to Thornton for all water delivered to Johnstown's pre-determined delivery point. Such Carriage Charge shall be determined at the time the IGA is entered into by the parties.
    b. Parties pay any costs that are solely attributed to their operations (example, if Johnstown wants to operate at a time that Thornton is not operating the pipeline, and there is a demand or "ratchet" power charge, Johnstown would pay all of that charge). Minimum flows may apply, depending on the situation.
    c. Thornton may increase the water delivery rate once per year to account for inflation or other operational and maintenance cost impacts. The initial rate will be based on a baseline Consumer Price Index for the Denver region defined upon the initial date of water delivery to Johnstown.
4. Thornton must approve the source water to ensure no degradation of the quality of water in the pipeline. Thornton will provide minimum water quality standards as an exhibit to the IGA. Thornton's source water quality data can be shared upon request.
5. The agreement shall establish a finite term for water delivery that can be renewed upon request by Johnstown. Renewal is not guaranteed and will depend on available capacity at the time of the renewal request.
6. Thornton must approve all connection points and associated facilities that connect to the pipeline to ensure no impact to the system hydraulics and operations. All costs for

Johnstown connections to the TWP Pipeline, including associated facilities, shall be paid by Johnstown.

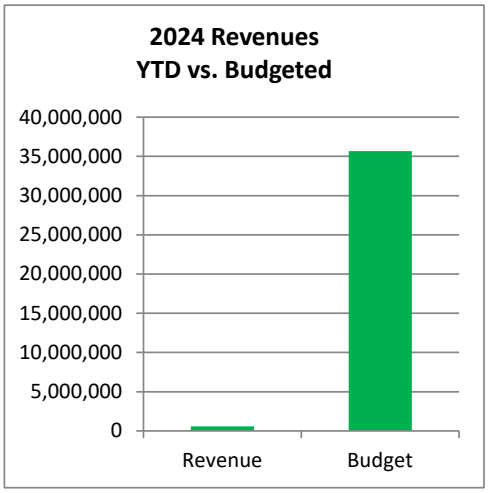
7. Thornton cannot guarantee pressure of water delivered to Johnstown.
8. The IGA will identify the timing and procedures for requesting water deliveries to ensure efficient operations for both entities.
9. Johnstown is responsible for obtaining all necessary permits or other permissions to deliver their water in TWP (Northern, WSSC, Larimer County, Weld County, State Engineer, Water Court, etc.).

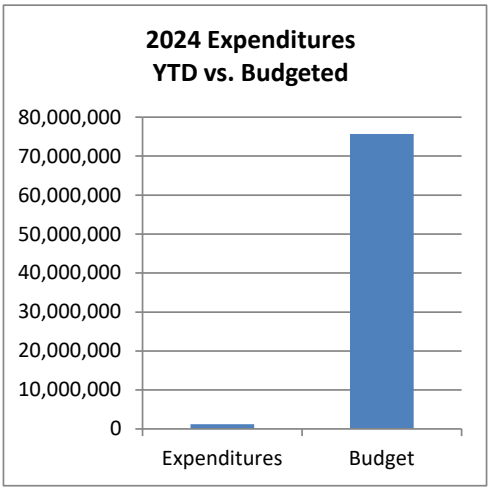
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending January 31, 2024
Unaudited

General Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	57,780,682	57,780,682	
Revenues:			
Taxes & Fees	114,204	32,347,410	0.4%
Licenses & Permits	180,524	2,193,300	8.2%
Fines & Forfeitures	19,066	215,000	8.9%
Intergovernmental	9,483	50,000	19.0%
Earnings on Investment	237,245	500,000	47.4%
Miscellaneous Revenue	12,195	380,000	3.2%
Transfers In	-	-	
Total Operating Revenues	572,717	35,685,710	1.6%
Expenditures:			
Legislative	10,049	1,925,100	0.5%
Town Manager	141,325	2,117,435	6.7%
Town Clerk	26,318	542,300	4.9%
Events	-	282,050	0.0%
Finance	17,876	708,120	2.5%
Planning	34,053	696,050	4.9%
Reimbursements	-	350,000	0.0%
Engineering	12,981	1,313,495	1.0%
Inspections	5,613	403,400	1.4%
Police	670,658	10,265,820	6.5%
Public Works	52,849	686,100	7.7%
Buildings	7,395	1,003,300	0.7%
Transfers Out	199,651	55,356,967	0.4%
Total Expenditures	1,178,767	75,650,137	1.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(606,050)**	**(39,964,426)**	
Prior Period Adjustment			
Ending Fund Balance*	**57,174,632**	**17,816,256**	

** - Unaudited*

8% of the fiscal year has elapsed



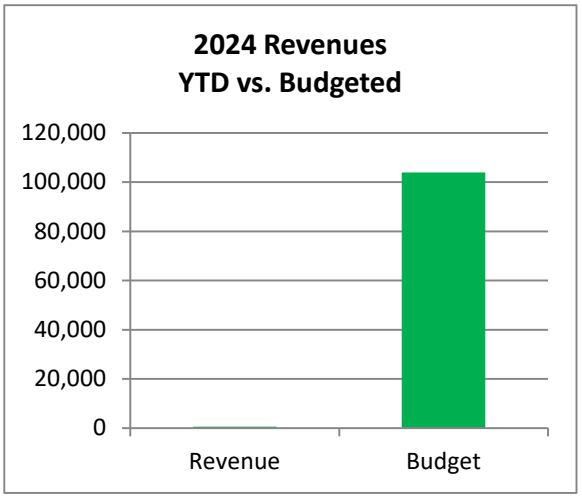


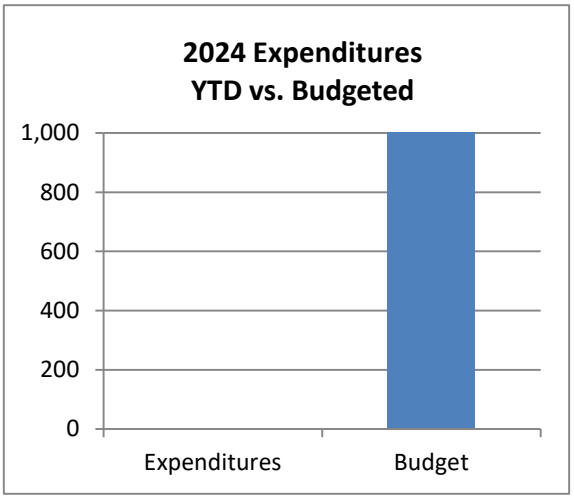
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending January 31, 2024
Unaudited

Conservation Trust Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	264,069	264,069	
Revenues:			
Intergovernmental	-	100,000	0.0%
Earnings on Investment	582	4,000	14.6%
Total Operating Revenues	582	104,000	0.6%
Expenditures:			
Operations	-	-	
Capital Outlay	-	350,000	0.0%
Total Expenditures	-	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**582**	**(246,000)**	
Ending Fund Balance*	**264,651**	**18,069**	

** - Unaudited*

8% of the fiscal year has elapsed



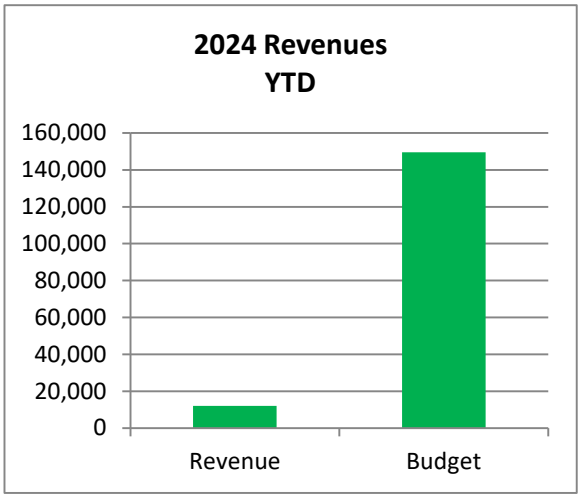


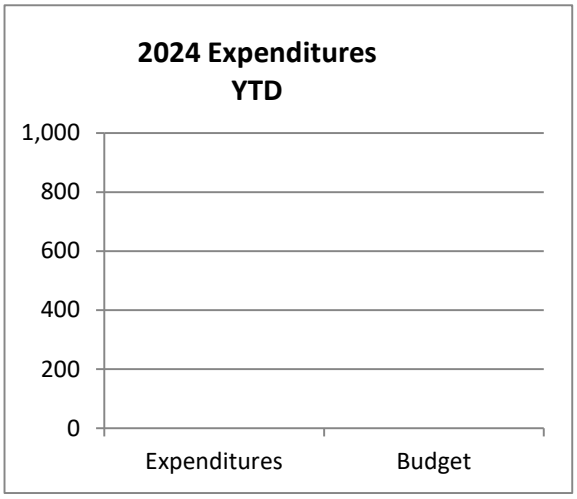
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Arts and Culture Fund
Period Ending January 31, 2024
Unaudited

Arts & Culture Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
Revenues:			
Intergovernmental	12,046	149,580	8.1%
Earnings on Investment	-		
Total Operating Revenues	12,046	149,580	
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**12,046**	**149,580**	
Ending Fund Balance*	**74,604**	**212,138**	

** - Unaudited*

8% of the fiscal year has elapsed



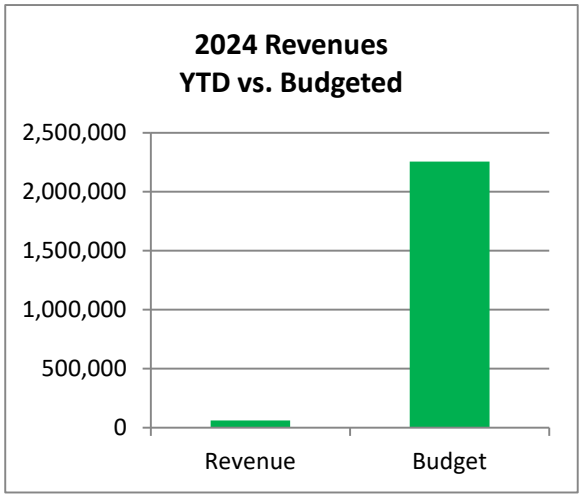


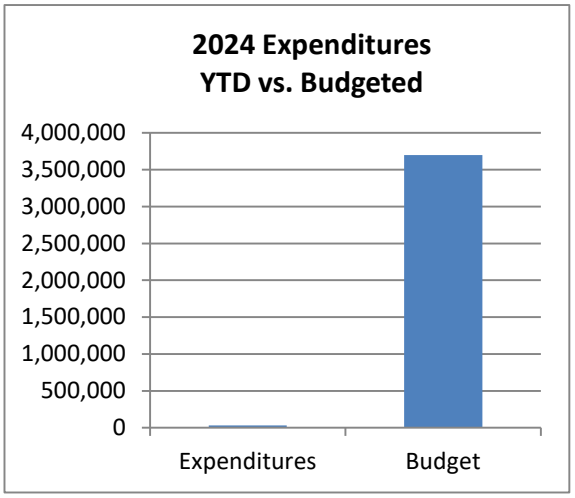
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending January 31, 2024
Unaudited

Parks and Open Space Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	8,104,788	8,104,788	
Revenues:			
Taxes & Fees	44,192	1,024,950	4.3%
License & Permit	5	500	1.0%
Earnings on Investment	14,113	50,000	28.2%
Miscellaneous Revenue	2,805	41,000	6.8%
Transfers In	0	1,140,000	0.0%
Total Operating Revenues	61,115	2,256,450	2.7%
Expenditures:			
Operations	32,633	1,621,450	2.0%
Capital Outlay	-	2,076,000	0.0%
Transfers Out	-	-	
Total Expenditures	32,633	3,697,450	0.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**28,482**	**(1,441,000)**	
Ending Fund Balance*	**8,133,270**	**6,663,788**	

** - Unaudited*

8% of the fiscal year has elapsed



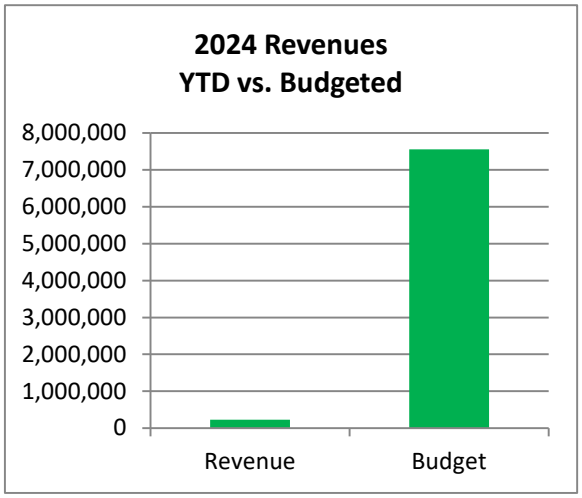


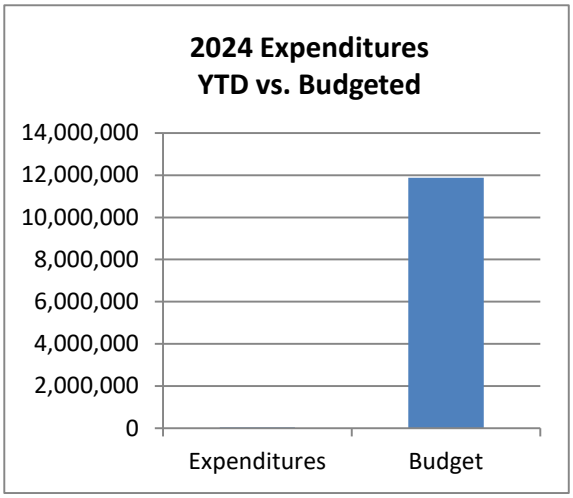
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending January 31, 2024
Unaudited

Street and Alley Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	20,727,786	20,727,786	
Revenues:			
Taxes & Fees	25,869	5,080,000	0.5%
Intergovernmental	-	115,000	0.0%
Charges for Services	88,184	985,000	9.0%
Capital Investment Fees	79,068	1,276,375	6.2%
Earnings on Investment	34,733	100,000	34.7%
Miscellaneous Revenues	-	1,000	0.0%
Tranfers In	-	-	
Total Operating Revenues	227,854	7,557,375	3.0%
Expenditures:			
Operations & Maintenance	48,945	5,501,250	0.9%
Capital	-	6,384,000	0.0%
Total Expenditures	48,945	11,885,250	0.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**178,909**	**(4,327,875)**	
Ending Fund Balance*	**20,906,695**	**16,399,911**	

** - Unaudited*

8% of the fiscal year has elapsed



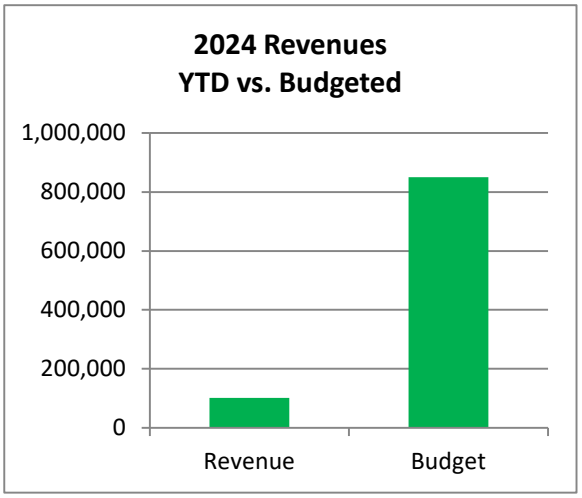


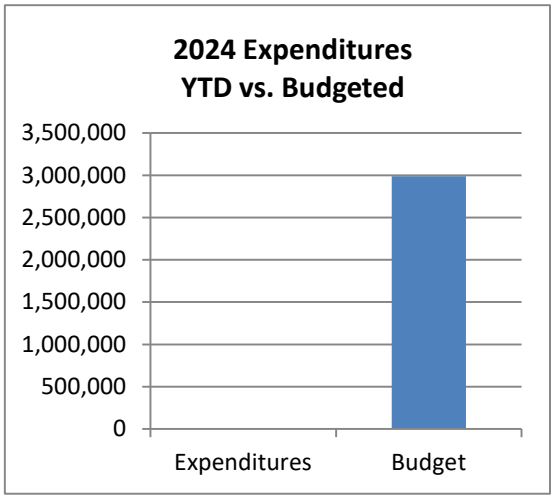
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending January 31, 2024
Unaudited

Capital Projects Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,830,773	10,830,773	
Revenues:			
Taxes and Fees	48,968	800,000	6.1%
Miscellaneous Revenue	-	-	
Interest	52,180	100,000	52.2%
Transfers In	-	(50,000)	0.0%
Total Operating Revenues	101,148	850,000	11.9%
Expenditures:			
Capital Outlay	7,200	2,988,500	0.2%
Transfers Out	-	-	
Total Expenditures	7,200	2,988,500	0.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**93,948**	**(2,138,500)**	
Ending Fund Balance*	**10,924,721**	**8,692,273**	

** - Unaudited*

8% of the fiscal year has elapsed



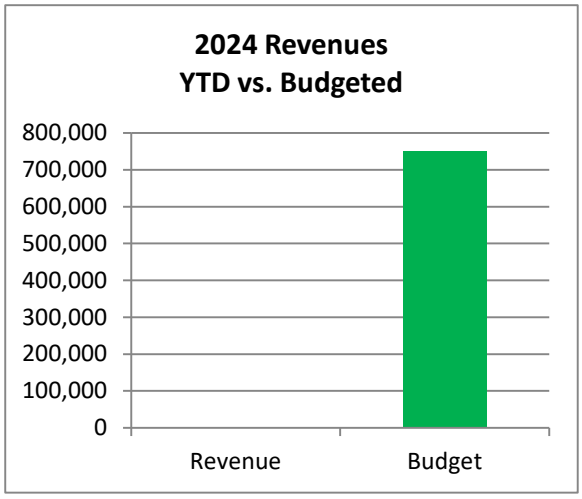


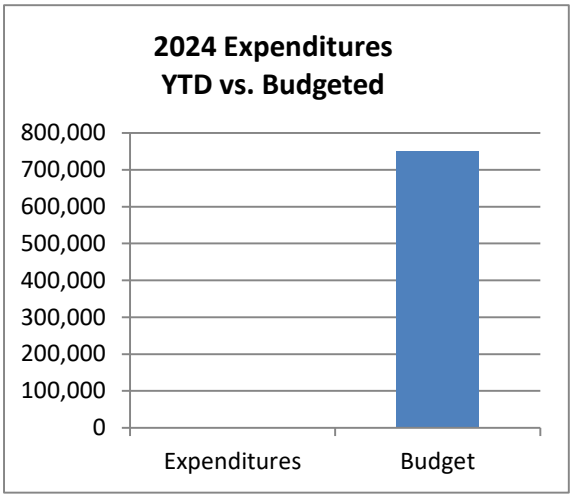
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending January 31, 2024
Unaudited

Tax Allocation Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
Revenues:			
Taxes & Fees	-	750,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	750,000	0.0%
Expenditures:			
Miscellaneous	-	750,000	0.0%
Total Expenditures	-	750,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**41,435**	**41,435**	

** - Unaudited*

8% of the fiscal year has elapsed



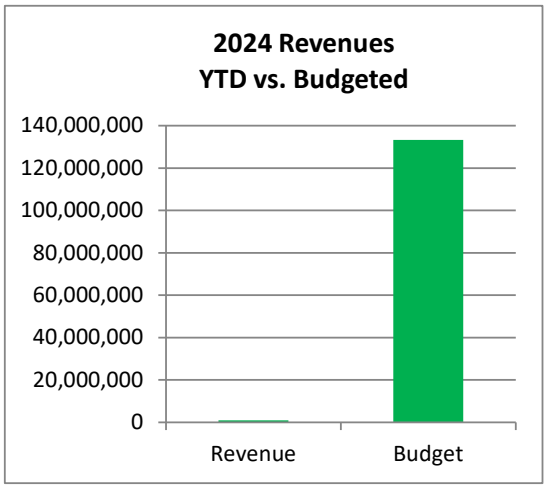


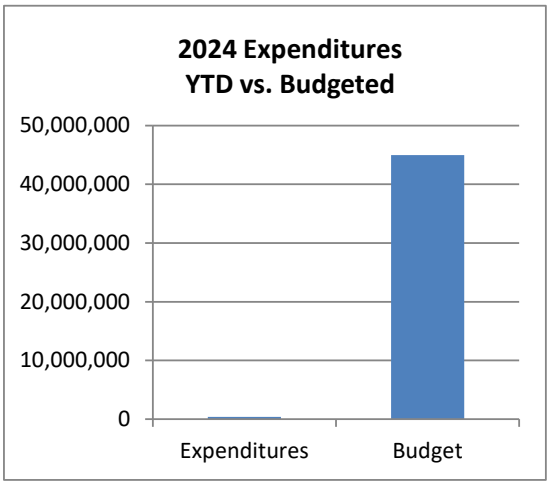
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending January 31, 2024
Unaudited

Water Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,133,505	23,133,505	
Revenues:			
Charges for Services	305,181	5,935,000	5.1%
Total Operating Revenues	305,181	5,935,000	5.1%
Expenses:			
Administration	12,351	304,100	4.1%
Operations	288,115	6,185,450	4.7%
Capital Outlay	-	37,477,500	0.0%
Depreciation	82,850	994,200	8.3%
Transfers Out	-	-	
Total Operating Expenses	383,316	44,961,250	0.9%
Operating Income (Loss)	(78,135)	(39,026,250)	
Non-Operating Revenues (Expenses)			
Tap Fees	315,174	1,397,933	22.5%
Capital Investment Fees	264,004	1,100,925	24.0%
Misc. Revenues	24,551	52,536,000	0.0%
Interest	73,898	250,000	29.6%
Debt Proceeds	0	72,000,000	0.0%
Total Non-Operating Revenues (Expenses)	677,627	127,284,858	0.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**599,492**	**88,258,608**	
Ending Cash Balance*	**23,732,997**	**$ 111,392,113**	

** - Unaudited*

8% of the fiscal year has elapsed



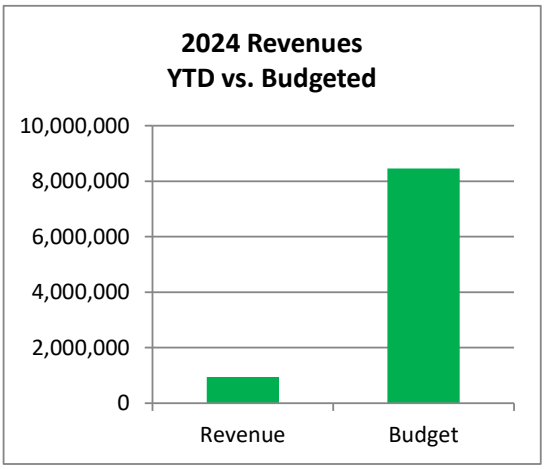


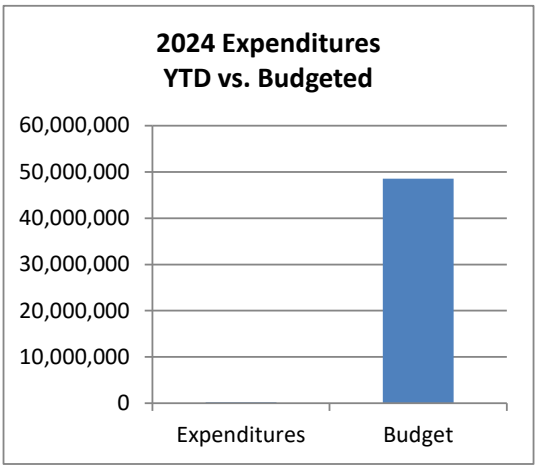
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending January 31, 2024
Unaudited

Sewer Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Cash Balance*	67,754,753	67,754,753	
Revenues:			
Charges for Services	291,743	3,795,000	7.7%
Total Operating Revenues	291,743	3,795,000	7.7%
Expenses:			
Administration	12,351	292,100	4.2%
Operations	94,702	2,626,440	3.6%
Capital Outlay	-	41,722,500	0.0%
Depreciation	93,775	1,125,300	8.3%
Debt Service	-	2,767,650	0.0%
	-	-	
Total Operating Expenses	200,828	48,533,990	0.4%
Operating Income (Loss)	90,916	(44,738,990)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	357,952	4,138,775	8.6%
Misc. Revenues	-	25,000	0.0%
Interest	292,457	500,000	58.5%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	650,409	4,663,775	13.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**741,325**	**(40,075,215)**	
Ending Cash Balance*	**68,496,078**	**27,679,538**	

** - Unaudited*

8% of the fiscal year has elapsed



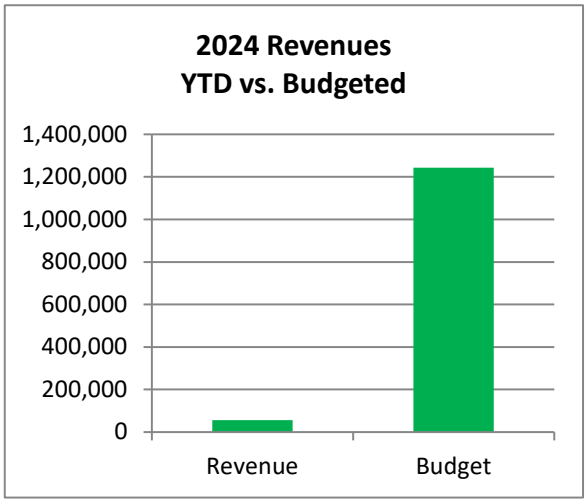


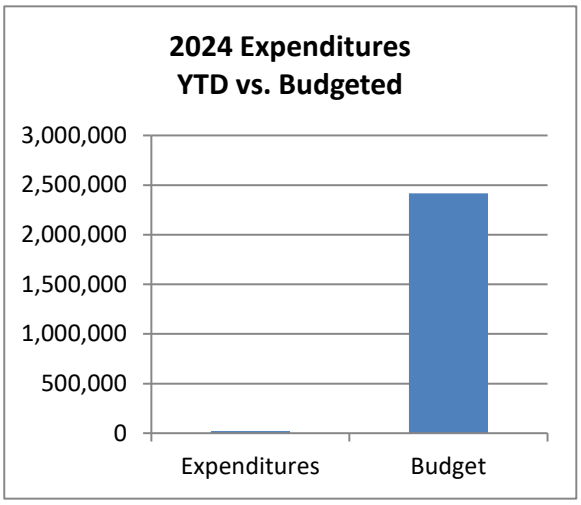
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending January 31, 2024
Unaudited

Drainage Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,247,725	4,247,725	
Revenues:			
Charges for Services	45,672	525,000	8.7%
Total Operating Revenues	45,672	525,000	8.7%
Expenses:			
Administration	8,885	164,390	5.4%
Operations	12,724	1,213,100	1.0%
Capital Improvements	-	1,038,400	0.0%
Transfer Out	-	-	
Total Operating Expenses	21,609	2,415,890	0.9%
Operating Income (Loss)	24,062	(1,890,890)	
Non-Operating Revenues (Expenses)			
Capital Revenues	-	220,000	0.0%
Misc. Revenues	-	457,560	0.0%
Interest	9,928	40,000	24.8%
Total Non-Operating Revenues (Expenses)	9,928	717,560	1.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**33,990**	**(1,173,330)**	
Ending Cash Balance*	**4,281,715**	**3,074,395**	

** - Unaudited*

8% of the fiscal year has elapsed



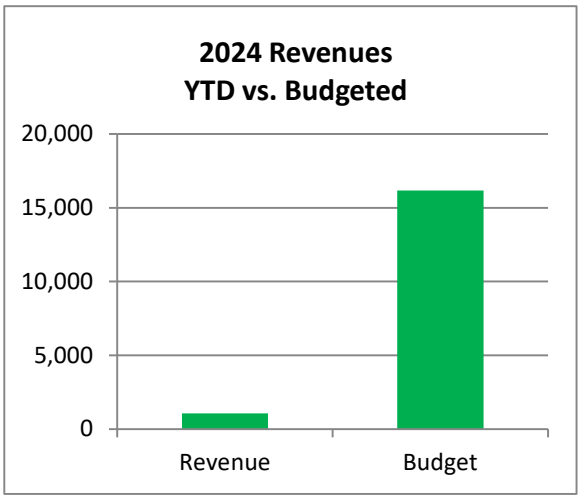


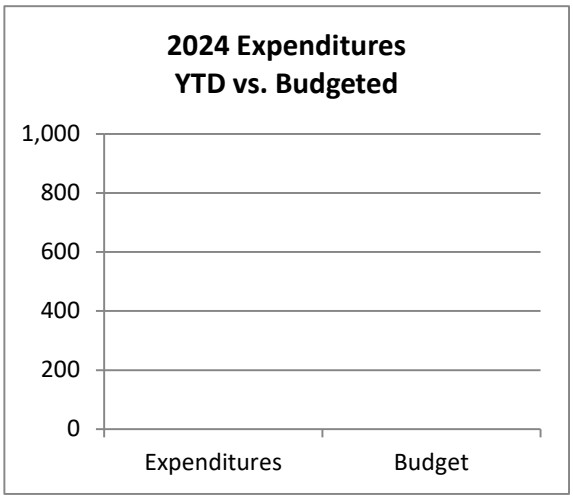
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending January 31, 2024
Unaudited

Cemetery Perpetual Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	186,411	186,411	
Revenues:			
Miscellaneous Revenue	495	12,560	3.9%
Earnings on Investment	581	3,600	16.1%
Total Operating Revenues	1,076	16,160	6.7%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,076**	**16,160**	
Ending Fund Balance*	**187,487**	**202,571**	

** - Unaudited*

8% of the fiscal year has elapsed



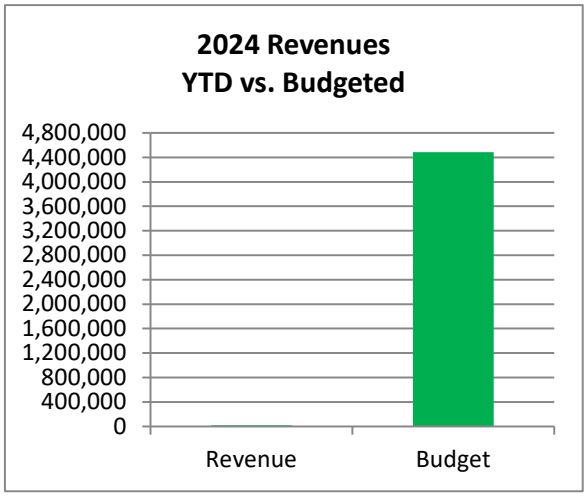


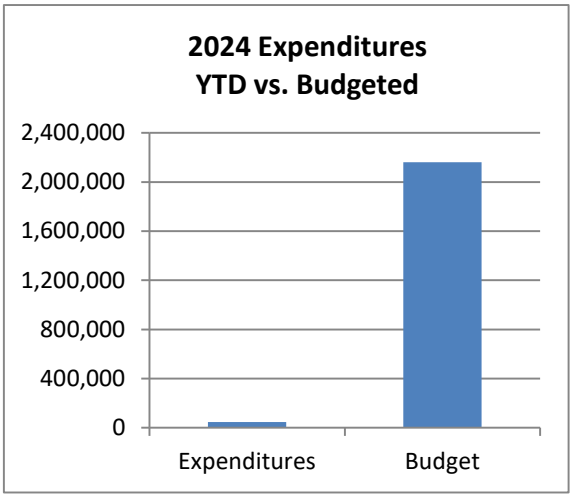
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending January 31, 2024
Unaudited

Library Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,477,955	10,477,955	
Revenues:			
Intergovernmental	-	1,292,842	0.0%
Miscellaneous Revenue	-	13,500	0.0%
Capital Investment Fees	30,114	373,950	8.1%
Interest	2,744	500,000	0.5%
Transfers In	(15,057)	2,304,387	-0.7%
Total Operating Revenues	17,801	4,484,679	0.4%
Expenditures:			
Operations	46,200	2,161,500	2.1%
Capital Outlay	-	-	
Total Expenditures	46,200	2,161,500	2.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(28,399)**	**2,323,179**	
Ending Fund Balance*	**10,449,556**	**12,801,134**	

** - Unaudited*

8% of the fiscal year has elapsed



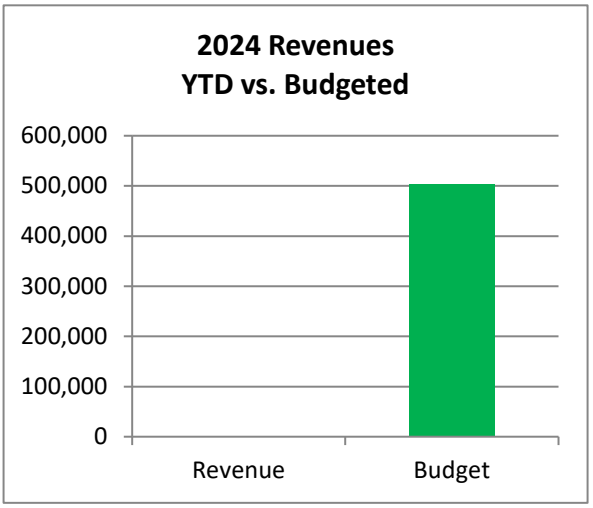


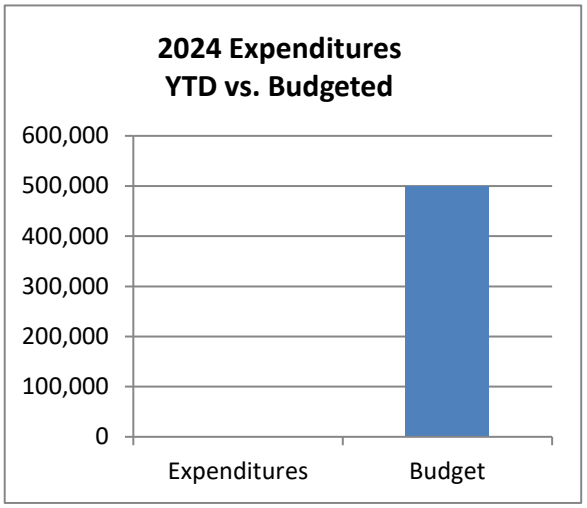
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending January 31, 2024
Unaudited

Recreation Center Fund	2024 Actuals January	2024 Adopted Budget	% Complete
Beginning Fund Balance*	(210,959)	(210,959)	
Revenues:			
State Grants	-	0	
Transfers In	-	503,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	503,000	
Expenditures:			
Operations & Maintenance	-	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	-	500,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**3,000**	
Ending Fund Balance*	**(210,959)**	**(207,959)**	

** - Unaudited*

8% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Resolution 2024-09 Authorizing Property Tax Rebate to Residential Property Owners

ACTION PROPOSED: Consider Resolution 2024-09

ATTACHMENTS:
1. Resolution 2024-09
2. February 5, 2024 Presentation

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a resolution authorizing a residential property tax refund for the 2023 tax year. At the Council meeting on February 5, 2024, Staff provided comprehensive details regarding the adjustments made to property values based on SB23B-001 and the resulting residential property tax revenues for the Town. Various options were presented for consideration for a residential property tax refund, all of which took into consideration the changes in tax calculations and revenues that occurred between the Town's budgeting timeframe and the end of the year. Factors influencing the presented options included reassessment periods, the preliminary nature of the property values used for budgeting, and the financial impact of adopted state initiatives on both citizens and the Town.

Reassessments of property values occur every other year, in odd years. In August 2023, Larimer and Weld Counties presented preliminary estimates to the Town revealing a 35.64% increase in residential property values, including new construction. If implemented these values would have generated $4,554,824 in revenues for the Town, an increase of approximately $1.19 million compared to residential property tax revenues in 2022 (excluding the 3.3 mills designated for the library).

During the budget work sessions with the Council in September and October, Staff presented these preliminary estimates to the Town Council. At that time, in response to the increase in preliminary property assessments and the consequent increase in residential property taxes, the Council requested that Staff prepare to implement a residential property tax rebate totaling $1 million, which was subsequently included in the budget.

Then in November 2023, the state legislature introduced Senate Bill 23B-001 which reduced the assessment rate for residential property from 6.765% of the actual value minus $15,000, to 6.7% of the actual value minus $55,000. The passage of this bill reduced residential property tax rates from the preliminary 35.64% to 24.42% and decreased residential property tax revenue for the Town of Johnstown by $376,948, bringing it to $819,972. (It is important to note that the Town's percentage increase of 24.42% exceeds the 15% property tax limitation specified in the bill, therefore the Town anticipates no reimbursement for the lost revenues resulting from the enactment of this legislation).

Therefore, when the Council initially reviewed the preliminary residential tax revenue increase totaling $1.19 million, they proposed allocating $1 million for refunds. This would have led to an increase in residential property tax revenue for the Town amounting to $196,920, or 5.86% for residential property owners. However, following the introduction and adoption of SB23B-001, the actual increase in residential property tax revenue for the Town was reduced to $819,972. Subsequently, during the Council meeting on February 5, the Council requested that Staff facilitate a residential property tax refund of $650,000. This rebate will result in a residential property tax increase of $169,972 for the Town, or 5.06% to taxpayers, which is even lower than the original plan and encompasses revenues from new construction. The application of this rebate is only for residential property taxes assessed by the Town of Johnstown and does not include and/or obligate any other taxing entity who assesses a mill levy to participate or provide a rebate.

Due to the complicated nature of this task and the dependence on County offices and personnel, some guidelines that Staff would like to implement to aid in the facilitation of this refund include the following:

- Residential property owners must pay their 2023 taxes on or before the June 15, 2024, due date to be eligible for a property tax refund.
- Checks will be prepared using the property owner information provided by Weld and Larimer Counties. Checks will not be sent to anyone not listed on the reports provided by the Counties.
- All tax reporting obligations are the responsibility of the property owner.
- Property owners will have 180 days to cash their checks before they will no longer be valid. Once a check is invalid, it will not be reprocessed.
- Checks will be mailed to property owners no later than September 15, 2024.

The total anticipated cost to the Town to process the rebate is approximately $19,000.

STRATEGIC PLAN ALIGNMENT:
Organizational Excellence & Public Trust

- *Strengthen public trust and confidence.*

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of Resolution 2024-09.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2024-09 Authorizing a Property Tax Rebate to Residential Property Owners as presented.

For Denial: I move to deny Resolution 2024-09 Authorizing a Property Tax Rebate to Residential Property Owners.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-09

RESOLUTION AUTHORIZING PROPERTY TAX REBATE TO RESIDENTIAL PROPERTY OWNERS

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is the governing body of the Town and is vested with authority to administer the affairs of the Town; and

WHEREAS, based on an increase in residential property values, the Town anticipates receiving a 24.42% increase in property tax revenue for the 2023 calendar year; and

WHEREAS, the Town Council desires to rebate a substantial portion of the increase in property tax revenue, in the amount of Six Hundred and Fifty Thousand Dollars ($650,000.00), to eligible Town property owners and utilize the remaining funds from the increase to cover, among other purposes, the actual and administrative expenses associated with the rebate; and

WHEREAS, the Town Council finds that this Resolution is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. The Town Council hereby authorizes a residential property tax rebate in the total amount of Six Hundred and Fifty Thousand Dollars ($650,000.00) ("Tax Rebate").

Section 2. The Tax Rebate shall be provided during the second half of the 2024 calendar year, on a prorated basis, to the Town's residential property owners of record according to remittance reports prepared by the Office of the Larimer or Weld County Assessor, as applicable, who paid their 2023 property taxes by June 15, 2024, the due date. Checks will be valid for 180 days after issuance. Once invalid, a check will not be reprocessed. All tax reporting obligations are the responsibility of the property owner.

Section 3. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____ By: _____
Hannah Hill, Town Clerk Troy D. Mellon, Mayor

Residential Property Tax Rebate Discussion

The Community that Cares

2023

- Preliminary tax certifications (August 2023) indicated a 35.64% increase in residential values – this includes new residential construction
- Council included $1,000,000 in the 2024 Budget to potentially provide a property tax rebate to Johnstown residents
- Voters did not pass Proposition HH that would have provided some residential tax relief
- Senate Bill 23B-001 was introduced and passed after the general election
  - Decreased the assessment rate from 6.765% to 6.7%
  - Increased the valuation reduction from $15,000 to $55,000

The analysis provided in the following slides does not include 3.3 mills associated with the Glen A. Jones Library and subsequently has no financial impact on this operation.

Comparison of 2023 Preliminary Certifications and 2023 Final Certifications

Preliminary Certification (August)	Final Certification (December)
Residential Values $220,604,641	Residential Values $202,347,837
Associated Revenue $4,554,824	Associated Revenue $4,177,876
Average % Increase 35.64%	Average % Increase 24.42%

Revenue: ($376,948)

Average % Increase: (11.22%)

Current State: 2022 vs 2023 Residential Property Taxes

Revenues
$819,971

Percent Change
24.42%

Assessor Certifications	Assessed Values	Associated Revenues
2022 Final Certifications	$162,634,013	$3,357,904
2023 Final Certifications	$202,347,837	$4,177,876
Change	$39,713,824	$819,971

Getting Into the Details

Excludes the 1.5 mills the Town contributes to the library (20.647 mills)

This is an example of the impact of SB23B-1 on one specific property in Johnstown. The property used in the example is one that lined up very closely to the averages provided by the County Assessor's Offices.

	Actual Values 2022	Preliminary Values Aug 2023	Actual Values with SB23B-001 Dec 2023
Assessed Value	$392,000	$564,700	$564,700
Less: Deduction	$ 0	-$15,000	-$55,000
Assessed Valuation	$392,000	$549,700	$509,700
Assessment Rate	x .0695	x .06765	x .067
Taxable Value of Home	$ 27,244	$37,187	$34,150
Town of Johnstown Mills* (excludes Library)	x .020647	x .020647	x .020647
Town of Johnstown Property Taxes	$562.51	$767.80	$705.10
% Increase from 2022		36.49%	25.34%
Increase in property taxes from '22 to '23		$205.29	$142.59

Rebate Comparison

Designated Rebate Amount	**$0**	**$250,000**	**$500,000**	**$750,000**	**$1,000,000**
Residential Property Tax Revenue Increase	$819,971	$569,971	$319,971	$69,971	($180,029)
Percent Revenue Increase (Compared to 2022)	24.42%	16.97%	9.53%	2.08%	(5.36%)

Questions?

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Boundary Agreement Between the Town of Milliken and Town of Johnstown

ACTION PROPOSED: Discussion Item Only

ATTACHMENTS: 1. Boundary Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and requested feedback to Staff is a draft of the Boundary Agreement between the Towns of Johnstown and Milliken. The purpose of this item is for Council to provide Staff with any feedback on items that we may have not considered or if there are any elements in the Boundary Agreement that Council may want amended in the agreement.

Milliken is also sharing this agreement with their board. Based on the feedback from both the Town Council and the Milliken Board of Trustees this document will likely be placed on a future agenda in March for formal adoption.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The Town Attorney assisted with drafting Boundary Agreement.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: No action – Discussion purposes only.

Reviewed and Approved for Presentation,

Town Manager

BOUNDARY AGREEMENT
BETWEEN THE TOWN OF MILLIKEN AND TOWN OF JOHNSTOWN

This Boundary Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the Town of Milliken, Colorado, a Colorado statutory municipality ("Milliken"), and the Town of Johnstown, Colorado, a Colorado home rule municipality ("Johnstown"). Milliken and Johnstown may collectively be referred to herein as "Parties" or singularly as a "Party" or "municipality."

WHEREAS, continued growth in Milliken and Johnstown suggests that increased coordination between the Parties may result in better management for directing growth and development to maintain the identity of both communities; and

WHEREAS, Milliken is in the process of updating its Comprehensive Plan, which will contain a Milliken Urban Growth Boundary and a Three Mile Plan in compliance with § 31-12-105(1)(e), C.R.S. and include consideration of areas found within the unincorporated area of Weld County; and

WHEREAS, Johnstown recently updated and adopted its Comprehensive Plan, which contains a Johnstown Growth Management Area and a Three Mile Plan in compliance with § 31-12-105(1)(e), C.R.S. and includes consideration of areas found within the unincorporated area of Weld County; and

WHEREAS, certain unincorporated territory of Weld County is located between Milliken and Johnstown; and

WHEREAS, Milliken and Johnstown recognize that unincorporated land generally lying in the area between their present municipal boundaries is attractive for development activity and has the potential to experience rapid growth and development, giving rise to potential concerns regarding adequate open space, flood control, groundwater, ecological and environmental impacts, appearance and other related issues; and

WHEREAS, Milliken and Johnstown further recognize that growth and development will be accompanied by increased needs and demands for municipal services, including, but not limited to, transportation and road infrastructure, government and police services, the provision of utilities, the furnishing of public safety and health services, parks and recreational facilities and services, site and subdivision planning, building inspection, code enforcement services and other similar such services; and

WHEREAS, Milliken and Johnstown, along with their respective citizens, are and will be vitally affected by the growth and development, and an attempt to address and solve such issues and provide for the welfare and prosperity of the residents and property owners in said municipalities will be benefitted by mutual action and intergovernmental cooperation; and

WHEREAS, to accomplish the foregoing, Milliken and Johnstown recognize the desirability of establishing jurisdictional boundaries between their respective municipalities to

plan effectively and efficiently for orderly growth and development, the provision of services, the conservation of available resources for all of their respective citizens, the promotion of economic viability of both municipalities, the raising of revenue sufficient to meet the needs of the citizens, as well as to avoid unnecessary duplication of governmental services; and

WHEREAS, the Parties intend that, by entering into this Agreement, cooperation will be promoted between the municipalities as such may relate to exchanging information as each municipality considers land development proposals within their respective jurisdictional limits and/or revisions to their respective comprehensive plans; and

WHEREAS, increased coordination and cooperation between the Parties, including planning for and managing growth and development of land, recognition of appropriate growth patterns, communication of development policies and regulations, and consultation on provision of services, will enhance the ability of the municipalities to achieve their respective individual and common community goals; and

WHEREAS, Milliken and Johnstown are authorized under the Local Government Land Use Control Enabling Act, §§ 29-20-101 *et seq*., C.R.S., to enter into mutually binding and enforceable agreements to further intergovernmental cooperation regarding planning, zoning and related powers; and

WHEREAS, this Agreement is entered into by Milliken and Johnstown pursuant to constitutional and statutory authority as well as other powers inherently granted to statutory and home rule municipalities by the State of Colorado.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein and the recitals hereinabove set forth, the sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Milliken and Johnstown as follows:

Section 1. Boundary Line

The Parties hereby agree that the line delineating the jurisdictional boundaries of Milliken and Johnstown is depicted on the map attached hereto and incorporated herein by reference as Exhibit A ("Boundary Line").

Section 2. Annexation Policy Relative to Boundary Line

Except as otherwise provided in this Agreement, the following shall control annexations:

1. Milliken agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex or entertain a petition to annex any territory which lays beyond the Milliken side of the Boundary Line; and

2. Johnstown agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex or entertain a petition to annex any territory which lays beyond the Johnstown side of the Boundary Line.

The Parties further agree that they shall not, in any manner, become directly or indirectly involved with the annexation of the aforesaid jurisdictional territory of the other municipality, or oppose the other municipality's annexation, except as provided herein.

In the event that either municipality is contacted by any person in connection with any matter involving the annexation of land which lies within the jurisdictional territory of the other municipality, the contacted municipality shall immediately refer such person to the other municipality for exclusive disposition thereof.

Section 3. Annexation Policy Relative to Roads and Rights-of-Way

Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that, should an otherwise permissible annexation be contemplated that includes property abutting existing public roads or rights-of-way divided in some manner by the Boundary Line, the annexation that occurs first in any given location will include the entire width of the road or right-of-way, and the annexing municipality shall therefore have jurisdiction over the road segment or right-of-way. In no event shall any road or right-of-way be used as a flagpole or otherwise to annex property beyond the Boundary Line in violation of this Agreement. Annexations of property abutting proposed roads or rights-of-way that do not yet exist and will be divided in some manner by the Boundary Line shall be addressed by a separate written agreement between the Parties at the time the annexation is processed.

Section 4. Sewer Service Boundaries

As "Designated Management and Operating Agencies" recognized by the North Front Range Water Quality Planning Association's 208 Areawide Water Quality Management Plan, the Parties agree to cooperate in the establishment and modification of their wastewater utility service area boundaries. If either party files a petition with the North Front Range Water Quality Planning Association or other agency or unit of government with respect to wastewater utility service, the other party agrees to cooperate. The Parties agree to oppose any third-party request for modifications of wastewater utility service area boundaries in the boundaries of either municipality.

The Parties further acknowledge and agree that Johnstown's Central Wastewater Treatment Plant should be disconnected from Milliken's 208 Plan and included in Johnstown's 208 Plan. When Johnstown desires, Johnstown agrees to undertake the action and incur the costs associated with such disconnection and inclusion and Milliken agrees to cooperate fully therewith.

Section 5. Minimum Development Standards

The Parties agree to require development within their jurisdictional boundaries to comply with their respective municipal codes relating to stormwater drainage and detention, soil erosion and sedimentation control, stream and wetlands protection, floodplain regulations and public improvements standards. Nothing shall prevent either Party, at such Party's discretion, from issuing a variance based on reasonable hardship and/or pursuant to the standards set forth in their respective municipal codes following, with respect to properties located within 500 feet of the Boundary Line, twenty-one (21) days' written notice to the other Party. If the Party receiving

notice objects to the variance or has concerns related thereto, the Parties shall meet and confer to discuss such Party's objections or concerns.

Section 6. Joint Impacts, Roadways and Infrastructure

The Parties agree to jointly consult with each other and plan future road improvements for arterial roads and rights-of-way that traverse or parallel both municipalities. With regard to such planning, the Parties agree to cause improvements to be accomplished according to uniform and consistent standards. If the Parties' standards differ, then the roadwork shall be improved and/or maintained to the stricter traffic control mechanisms and standards. When improvements to said roads are constructed by developers, the Parties shall cooperate with each other and with the developers to recapture expenses on a proportional basis for any improvements benefitting properties outside the particular development, regardless of whose municipal boundaries the benefitted property may be located.

With regard to collector and minor (local) streets and rights-of-way, as well as commercial development service drives and parking facility ingresses/egresses, the Parties agree that, where practical, the same will interconnect across municipal boundary lines and that neither municipality will subsequently close or vacate a street connection without the consent of the other municipality. Any such interconnections shall be made in a uniform and consistent manner. The Parties agree that mutual issues of importance in effectuating this policy, such as, but not limited to, access standards, signalization, and other related issues, including cost apportionment therefor, shall be included in and determined by a separate written agreement between the Parties.

The Parties agree to cooperate in the installation of a traffic light at State Highway 60 and Weld County Road 19 and to work with the Colorado Department of Transportation and Weld County in furtherance thereof. The Parties agree to allocate the cost of such traffic light evenly, with each Party paying fifty percent (50%) of the cost, and to jointly attempt to obtain grant funding for such traffic light.

This Section 6 shall not be construed so as to prevent the Parties from joining in and executing an intergovernmental agreement that may be multi-jurisdictional with multiple municipalities, counties, and/or the State of Colorado relative to road planning and construction.

The Parties agree to cooperate in the planning and construction of future utilities, including but not limited to, water and sewer lines, in rights-of-way or in utility easements, provided that the rights-of-way or easements are restored to the condition prior to construction or to a higher, more improved condition. If either Party desires to place a utility in the other Party's right-of-way or easement, on the condition that the Party installing the utility is solely responsible for the installation and cost of such construction, the Party in whose right-of-way or easement the utility is being installed shall not charge a fee to the other Party. The Parties shall confer in good faith to determine the location and installation methods of said utilities. This Agreement does not, expressly or by implication, authorize the installation of utilities in rights-of-way or easements by third-parties. The Parties may, by separate written agreement, share in utility infrastructure and service provision in order to assist development if they find it desirable to share or provide utilities beyond their corporate boundaries.

The Parties shall cooperate in planning and constructing linked bicycle/pedestrian trails between the municipalities and those that connect with regional bicycle/pedestrian trail systems.

Section 7. Notice of Development Proposals and Comprehensive Plan Revisions

Each Party agrees to furnish the other Party with written notice of all executed petitions and/or applications for the annexation, zoning, platting, subdividing, and/or development of any parcel of land located within 500 feet of the Boundary Line. Such notice shall be sent to the other Party at least twenty-one (21) days prior to any public hearing on the matter so that such Party may comment on the proposal and appear as an interested party and be heard.

In addition to the requirements imposed by § 24-32-3209, C.R.S., each Party agrees to furnish the other Party with written notice of any proposal to amend its Comprehensive Plan that affects land within 500 feet of the Boundary Line. Such notice shall be sent to the other Party at least twenty-one (21) days prior to any public hearing on the matter so that such Party may comment on the proposal and appear as an interested party and be heard.

Section 8. Statutory Rights Preserved

This Agreement shall not be construed so as to limit or adversely affect the right of either Party to file an objection to or litigation over any proposed Weld County zoning, planning or development or any other extraterritorial land use proposed by a third party.

Section 9. Divided Parcels

The Parties acknowledge that there may now or in the future be lots, parcels, or tracts of land under single ownership that lie on both sides of the Boundary Line. In the event such property divided by the Boundary Line is proposed for development, the Parties agree to cooperate in the development of such property as may be required to provide municipal services and avoid the duplication of municipal services wherever possible. Nothing that may be accomplished by such cooperation shall be construed as, or have the effect of, changing or abrogating the Boundary Line.

Section 10. Greenbelt Between Municipalities

The Parties agree that they mutually desire to have a "greenbelt" (i.e. open space buffer) lying between their respective municipalities. The greenbelt may be either undeveloped land or parkland that is landscaped with trees and other vegetation, but not occupied by recreational buildings or structures. Small-scale and occasional furnishings such as park benches shall not, however, be construed as recreational structures. Pedestrian/bicycle trails may be installed in such greenbelt. The exact width and nature of the greenbelt, and the share of the cost applicable to each municipality, shall be determined on a case-by-case basis at the time any development proposal is reviewed and approved along the Boundary Line by either municipality. Alternatively, the greenbelt may be acquired or created by separate municipal action that may include the procurement of grants. Each Party agrees to cooperate with the other Party as necessary relative to any grant applications or similar actions for the acquisition of open space for the greenbelt.

In lieu of a greenbelt, because of the existence of perimeter roads, the Parties agree to require certain basic design standards that would be uniform for both municipalities for the appearance of

roads that traverse or parallel both municipalities, which may be known as a "scenic entry corridor" for both municipalities. Except for projects or structures that have already received approvals from one of the Parties, these minimum standards include, but are not limited to:

1. A minimum setback of 100 feet from the road right-of-way on each side;
2. No buildings, structures, access drives or facilities (such as parking lots), except driveway aprons crossing the setback leading to features beyond the setback, may be located within such setbacks, except for the following: a) stormwater detention/retention facilities; b) any required street lighting; c) approved small-scale mass transit facilities such as bus shelters or bus stops; and d) small-scale furnishings such as park benches; and e) governmental regulatory or identification signs; and
3. Setbacks shall be landscaped with trees and other vegetation. Existing tree preservation shall be encouraged where applicable.

While the boundaries may change, a depiction of the proposed greenbelt of 250' from either side of the Boundary Line is set forth on Exhibit A, attached hereto and incorporated herein by reference.

Section 11. Effect on Other Parties or Boundary Agreements/IGAs

This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto. Nothing contained in this Agreement shall be used or construed to affect, support, bind or invalidate the boundary claims of either Party insofar as they affect any municipality or county not a party to this Agreement. Nothing contained in this Agreement shall be construed to require Milliken or Johnstown to annex any property or to provide services to any property, except that, if a municipality does not desire to annex property on such Party's side of the Boundary Line and the property owner then seeks annexation into the other municipality, assuming the annexation is lawful, the other municipality may annex such property. Nothing contained in this Agreement shall be construed to require either Party to obtain boundary agreements or similar intergovernmental agreements with other governmental entities or to plan for land uses for properties on a Party's side of the Boundary Line, and thus it is recognized that some unincorporated areas may remain undesignated by boundary agreements.

Section 12. Amendment and Enforcement

This Agreement may be amended by a mutual written agreement approved by the respective governmental bodies of both Parties. The Parties recognize and acknowledge that a breach of the covenants contained in this Agreement by either Party will cause irreparable damage to the other, the exact monetary value of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Parties agree that, in the event of a breach of any of the covenants contained in this Agreement, in addition to any other remedy which may be available at law or in equity, the non-breaching party shall be entitled to specific performance and injunctive relief. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to entitle either Party to a judgment for monetary damages against the other for violation of the terms of this Agreement.

Section 13. Disputes

The Parties agree that, should there be a dispute in regard to the interpretation any of this Agreement, before any litigation is initiated, the Parties must first proceed, in good faith, to mediation, which shall be initiated by written notice from one Party to the other. The Parties will share equally the cost of mediation. In the event the Parties are unable to agree upon a mediator, the mediation shall take place at the Judicial Arbiter's Group, Inc., a Colorado corporation, in Denver, Colorado. The procedures and methodology for mediation shall be determined by the mediator. Appointment of the mediator shall take place no later than thirty (30) days following written notification as provided in this paragraph and mediation shall be completed, absent excusable circumstances, no later than ninety (90) days thereafter.

Section 14. Severability

If any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision (except that if a requirement limitation in such provision is declared invalid as to one Party, any corresponding requirement or limitation shall be deemed invalid as to the other Party), and to this end the provisions of this Agreement are to be severable.

Section 15. Term

The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2044. On or about one-year prior to the expiration of the term, the Parties confer and attempt in good faith to negotiate an extension of this Agreement, an amendment to this Agreement or a new Boundary Agreement.

Section 16. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for any legal action shall be in Weld County, State of Colorado.

Section 17. Entire Agreement

The provisions of this Agreement represent the entire and integrated agreement between the Parties and supersede all prior negotiations, representations and agreements, whether written or oral.

Section 18. Notices

Notices shall be provided to the respective party by hand delivery, first-class mail, postage prepaid or by electronic mail delivery on the condition that the intended recipient acknowledges receipt thereof as follows:

Town of Johnstown
Attention: Town Manager
450 S. Parish Avenue
P.O. Box 609

Johnstown, CO 80534
Email: mlecerf@johnstownco.gov [as automatically amended when there is a new Town Manager]

Town of Milliken
Attention: Town Administrator
P.O. Box 290
Milliken, CO 80543
Email: CPowell@millikenco.gov [as automatically amended when there is a new Town Administrator]

Section 19. Recording and Availability of Agreement

This Agreement shall be recorded in the Office of the Weld County Clerk and Recorder. Each Party shall make available for public inspection copies of this Agreement in their respective Town Clerk's offices.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF MILLIKEN

Attest:

_____ _____

Elizabeth Austin, Mayor Caree Rinebarger, Town Clerk

TOWN OF JOHNSTOWN

Attest:

_____ _____

Troy D. Mellon, Mayor Hannah Hill, Town Clerk

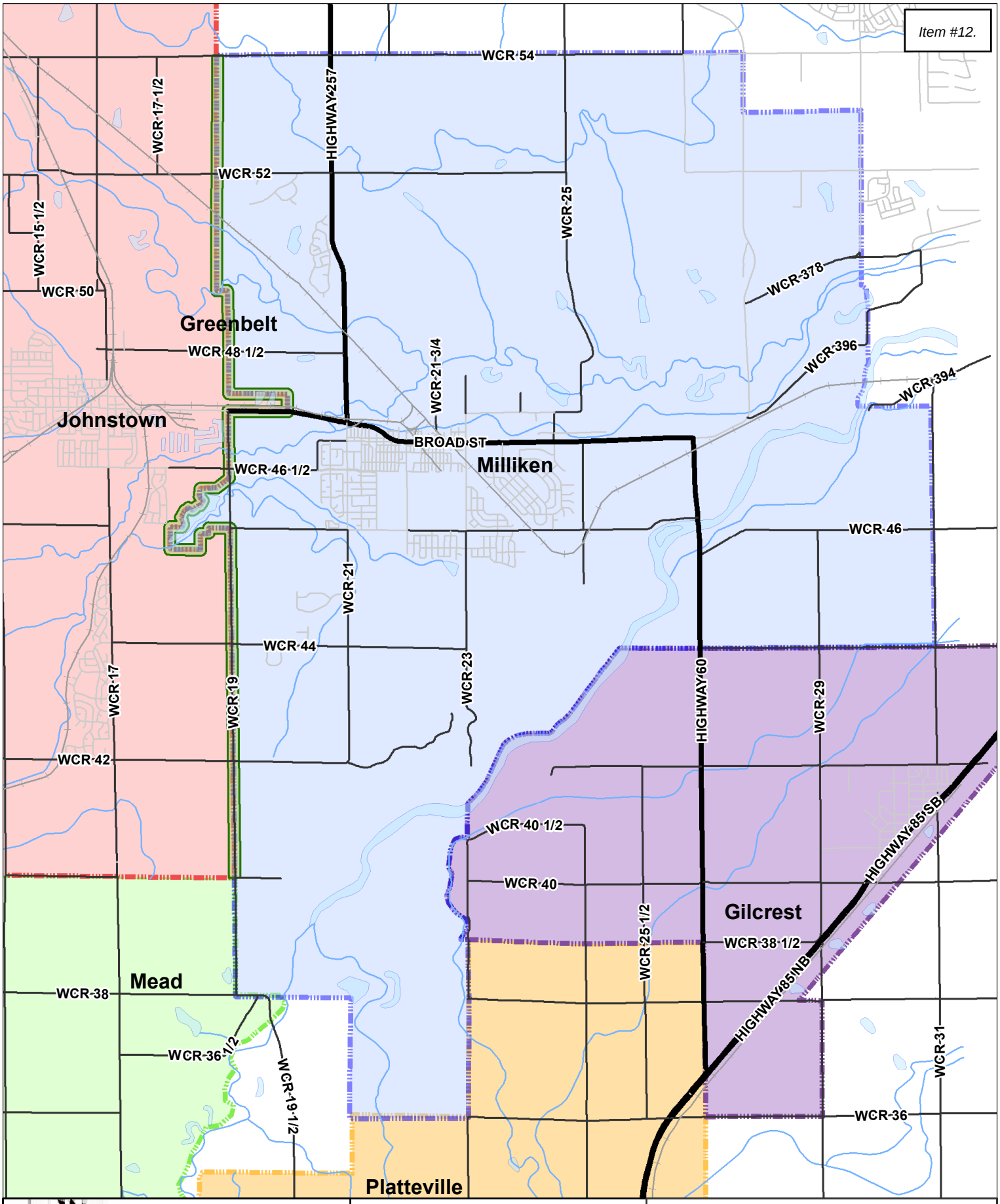


Exhibit A

Milliken
Gilcrest
Johnstown
Mead
Platteville
Johnstown-Milliken
Greenbelt

0 0.5 1 Miles

File: GMA-IGA-ExhibitA.mxd

Updated:

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Public Hearing – Renewal of BD Colorado dba Bad Daddy's Burger Bar Hotel & Restaurant liquor license

ACTION PROPOSED: Consider the Hotel & Restaurant liquor license renewal application for BD Colorado dba Bad Daddy's Burger Bar

ATTACHMENTS:
1. Renewal Application
2. Liquor Enforcement Division's Report
3. Johnstown Police Department Report

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

This item is a public hearing for the renewal application of BD Colorado dba Bad Daddy's Burger Bar's Hotel & Restaurant liquor license. Johnstown Municipal Code allows the Town Clerk to administratively approve a liquor license renewal unless the applicant is the subject of any official investigation or has had any adjudicated violations or stipulations within the preceding year.

BD Colorado dba Bad Daddy's Burger Bar submitted a renewal application to the Town Clerk on January 29, 2024. During staff review, the Liquor Enforcement Division (LED) of the Department of Revenue provided the Johnstown Police Department with a report of a violation that occurred during a compliance check August 7, 2023.

The LED and Bad Daddy's Burger Bar agreed upon a fine in lieu of a suspension, totaling $897.15. The fine has been paid and the LED has closed the case. All other application materials have been reviewed and are found to be in compliance with State Statues. Should Council direct the Town Clerk to renew the license, the application will be sent to the State licensing authority for consideration.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
  - *Drive projects and initiatives that promote Johnstown as a premier destination for business*
  - *Cultivate local and regional partnerships that ensure the long-term success and growth of Northern Colorado*

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted.

FINANCIAL ADVICE:

The applicant has paid all applicable fees.

RECOMMENDED ACTION:

Approve the request for the renewal application.

SUGGESTED MOTIONS:

For Approval: I move to approve the renewal of a Hotel & Restaurant Liquor License for BD Colorado dba Bad Daddy's Burger Bar.

For Denial: I move to deny the renewal of a Hotel & Restaurant Liquor License for BD Colorado dba Bad Daddy's Burger Bar

Reviewed and Approved for Presentation,

_____
Town Manager

223 32433

DR 8400 (06/28/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 125
Renewal Fee	$500
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$625

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

*** Note that the Division will not accept cash** ☑ Paid by check ☐ Paid online **Uploaded to MoveIt on** Date 01/10/2024

Licensee Name: BD OF COLORADO, LLC	Doing Business As Name (DBA): BAD DADDY'S BURGER BAR
Liquor License #: 03-07718	License Type: HOTEL & RESTAURANT (CITY)
Sales Tax License Number: 30037742	Expiration Date: 03/29/2024 / Due Date: 02/12/2024
Business Address: 4928 THOMPSON PARKWAY JOHNSTOWN, CO 80534	Phone Number: 303.384.1400
Mailing Address: PO BOX 780183 WICHITA, KS 67278	Email: BADDADDYS.LICENSING@ISSVC.COM
Operating Manager: CHRIS BRANHAM	Date of Birth: 6/15/1979
Home Address: 1942 THAMES DR. LOVELAND, CO 80538	Phone Number: 719.339.6405

1. Do you have legal possession of the premises at the street address above? ☑ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☑ Rented* *If rented, expiration date of lease 04.30.27

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. ☐ Yes ☑ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☑ Yes ☐ No

3b. If so, which are you renewing? ☐ Delivery ☑ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☑ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☑ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☑ No

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

APPLICANT ID: 598420

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No *See attached

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ryan M. Zink	Manager
Signature (SIGN HERE)	Date 1/12/24

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Blvd., Ste. 300
Lakewood, CO 80401

Mailing Address:
Colorado Liquor Enforcement Division
P.O. Box 17087
Denver, CO 80217-0087

August 21, 2023

BD of Colorado LLC
d/b/a Bad Daddy's Burger Bar
4928 Thompson Parkway
Johnstown, CO 80534
[redacted]

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order ("Order") regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division ("Division") using the address above or email the executed order to led_adminactions@state.co.us. To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier's check mailed to the mailing address above or paid online at: https://secure.colorado.gov/payment/liquor. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact led_adminactions@state.co.us within ten (10) days of the date of this notice.

Sincerely,

Michelle Stone-Principato

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 23-LW-08

IN THE MATTER OF:

BD OF COLORADO LLC
D/B/A BAD DADDY'S BURGER BAR
4928 THOMPSON PARKWAY
JOHNSTOWN, CO 80534

Hotel & Restaurant (City) License No. 03-07718

The State of Colorado, Liquor Enforcement Division ("Division") and BD of Colorado LLC, D/B/A Bad Daddy's Burger Bar, 4928 Thompson Parkway, Johnstown, CO 80534 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

   IT IS ALLEGED THAT:

   A. On August 7, 2023, the Licensee, by and through its employee/agent Devyn Marie McMonigal, permitted the selling, serving, giving, or procuring of an alcohol beverage (one White Claw brand Black Cherry flavored hard seltzer) to [redacted], a 17-year-old Liquor Enforcement Division underage purchaser.

2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:

   A. A **seven (7) day** suspension of Licensee's **Hotel & Restaurant (City) License** to take place as follows:

      i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **October 6, 2023** until 11:59 p.m. on **October 8, 2023**.

      ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.

      iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.

6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:

   A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

   B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

7. The parties agree that the fine shall be the equivalent of [redacted] of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars ($500.00) nor more than one-hundred thousand dollars ($100,000.00). The parties agree that the average [redacted] of [redacted] shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **$897.15.**

   A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at https://secure.colorado.gov/payment/liquor, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a

certified check or a cashier's check made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **September 22, 2023.**

B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.

C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.

8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:

    A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;

    B. The right to cross-examine all witnesses against Licensee at a formal hearing;

    C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;

    D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;

    E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and

    F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.

14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Michelle Stone-Principato Digitally signed by Michelle Stone-Principato Date: 2023.08.24 17:31:48 -06'00'

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

[redacted]

Ryan M. Zink
Manager, BD of Colorado LLC

08/23/2023
Date

APPROVED and ORDERED as dated in Electronic Signature below.

Digitally signed by Heidi Humphreys Date: 2023.09.08 13:09:36 -06'00'

Heidi Humphreys
Interim Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on _____ _____, 2023, addressed as follows:

Licensee Business Address BD of Colorado LLC d/b/a Bad Daddy's Burger Bar 4928 Thompson Parkway Johnstown, CO 80534 [redacted] Hotel & Restaurant (city) License No. 03-07718	Licensee Mailing Address BD of Colorado LLC d/b/a Bad Daddy's Burger Bar 651 Corporate Circle Suite 200 Golden, CO 80401 [redacted]
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: Alexandra Prichard Digitally signed by Alexandra Prichard Date: 2023.09.11 15:11:56 -06'00'
Allie Prichard

DATE: January 29, 2024

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Hotel & Restaurant (city)

Name and address of Applicant} BD of Colorado LLC
PO Box 780183
Wichita KS 67278

1. Trade Name and Address} Bad Daddy's Burger Bar
4928 Thompson Parkway
Johnstown, CO 80534

2. Date of Application: January 29, 2024

3. Type of Application: Hotel & Restaurant

4. Documents Accompanying Application
   A. Local and State License Fees} Submitted with application
   B. Evidence of Correct Zoning} N/A
   C. Building Plans and or Sketch of Interior} N/A
   D. Distance from School as per State} N/A
   E. Deed or Lease or Assignment of Lease or Ownership: Leased – April 2027.

5. Evidence of Public Notice
   A. Posting of Premises} N/A
   B. Legal Publication } N/A

6. Investigation: DOR Case # SA 23-LW-08
   A. Applicant has made application for renewal of their H&R liquor license.
   B. BD of Colorado LLC dba Bad Daddy's Burger Bar, through its employee permitted the selling, serving, giving, or procuring of an alcohol beverage (one White Claw brand Cherry flavored hard seltzer) to a 17-year-old Liquor Enforcement Division underage purchaser. BD of Colorado LLC dba Bad Daddy's Burger Bar, entered a Stipulation, Agreement, and Order with the Colorado Department of Revenue and their Hotel & Restaurant license received a seven (7) day suspension. Their license was actively suspended for three (3) days from 12:01am on October 6, 2023 until 11:59pm on October 8, 2023. Four (4) days of the suspension is being held in abeyance for a period of 1 year from the date of the agreement, pending no further violations of Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S during this period.
   C. Cooperation with law enforcement has been good.

8. Findings of fact:
   A. BD of Colorado LLC dba Bad Daddy's Burger Bar holds a H&R license #03-07718 that expires on March 29, 2024.
   B. The required fees were submitted.
   C. It is my recommendation that the renewal be approved.

Ryan M Oglesby 01/31/2024

CHIEF OF POLICE DATE

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2024

SUBJECT: Larson Annexation

ACTIONS PROPOSED:
1. Public Hearing – Consideration of Resolution 2024-07 Accepting the Findings of Fact and Conclusions for the Larson Annexation; and,
2. First Reading of Ordinance 2024-241, Approving the Annexation of Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 96 Acres and Known as the Larson Annexation

ATTACHMENTS:
1. Resolution 2024-07 – Findings of Fact and Conclusions
2. Ordinance 2024-241 – Approving the Larson Annexation
3. Annexation Agreement
4. Larson Annexation Petition
5. Vicinity Map
6. Annexation Map
7. Annexation Impact Report
8. Planning and Zoning Commission Staff Report

PRESENTED BY: Jeremy Gleim, AICP, Planning and Development Director

AGENDA ITEM DESCRIPTION:

This item was continued from the February 5, 2024 Town Council meeting to provide the requisite time for the Board of County Commissioners ("BOCC") to review the annexation packet, pursuant to C.R.S. § 31-12-108.5. Staff sent the packet to the BOCC on January 26, 2024.

In November of 2023, Johnstown North Investments, LLC ("Applicant"), submitted a Petition for Annexation (Attachment 4). The subject property is currently located in Weld County and is located on the west side of Telep Avenue, just north of the existing Rolling Hills subdivision; this project is known as the Larson Annexation. This proposed area of annexation meets the eligibility

and contiguity requirements pursuant to C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is bordered by Johnstown along the southern and eastern boundaries. A Resolution to this effect was approved by Council on December 18, 2023.

The Planning & Zoning Commission (PZC) held a public hearing on January 24, 2024, to consider the Larson Annexation (Case ANX22-0001). The Planning & Zoning Commission Staff report (Attachment 7) provides background and historical use of the property. The Staff report contains lengthy discussion and analysis regarding the zoning; however, prior to the meeting, the Applicant requested that consideration of zoning be removed from the agenda, asking that only the annexation be considered at this time.

Pursuant to C.R.S. § 31-12-115, zoning must be completed within 90 days after the effective date of the annexation ordinance. Failure to do so reinstates county zoning until the municipality acts. Consideration and establishment of zoning on the subject property would require subsequent public hearings before the PZC and Town Council, and would be noticed accordingly. A motion to amend the agenda, pursuant to the Applicant's request was made by Commissioner Jeanneret and seconded by Commissioner Urban; the motion passed unanimously.

Staff provided an overview of the proposed annexation and answered questions from the Commission and members of the public. Based upon the materials submitted, analysis, and findings, the PZC approved a motion (4-0) to recommend to Town Council approval of this annexation request.

COMPREHENSIVE PLAN ALIGNMENT:
The Johnstown Comprehensive Plan (Comp Plan) creates a long-term vision for the development of the town. The Comp Plan identifies the Town's Growth Management Area (GMA), which includes incorporated lands within the current town limits, as well as certain unincorporated lands within Larimer and Weld counties. The GMA can be likened to a growth boundary, which represents the logical expansion of the town over time. The property which is the subject of this annexation is contiguous to lands within the corporate boundary of Johnstown and exists within the GMA. Staff finds that the proposed annexation represents a logical expansion of Johnstown's corporate boundary, in alignment with the goals and strategies of the Johnstown Comp Plan.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
    - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation and zoning is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:

The Town Attorney drafted both the Resolution and Ordinance presented.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: There are two actions associated with this project and each one must be voted on separately. The resolution establishes the findings of fact and conclusions for the proposed annexation; therefore, it should be voted upon prior to a vote on the ordinance to approve the annexation. If the resolution fails, the findings to support the ordinance would dissolve, and the ordinance would automatically fail.

1. Resolution 2024-07 – Findings of Fact and Conclusions: Recommend that the Town Council approve Resolution 2024-07, accepting the Findings of Fact and Conclusions for the Larson Annexation.

2. Ordinance 2024-241 – Approving Larson Annexation: Recommend that the Town Council approve Ordinance 2024-241 to approve the annexation of approximately 96 acres, known as the Larson Annexation.

SUGGESTED MOTIONS:

RESOLUTION 2024-07
For Approval: I move to approve Resolution No. 2024-07, accepting the Findings of Fact and Conclusions for the Larson Annexation.

For Denial: I move to deny approval of Resolution No. 2024-07.

ORDINANCE 2024-241
For Approval: I move to approve Ordinance No. 2024-241 on first reading, approving annexation of approximately 96 acres, known as the Larson Annexation.

For Denial: I move to deny approval of Ordinance No. 2024-241.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-07

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE LARSON ANNEXATION

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Johnstown North Investments, LLC, a Colorado limited liability company, submitted a Petition for Annexation for an annexation of real property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, and known as the "Larson Annexation;" and

WHEREAS, on December 18, 2023, by Resolution No. 2023-061, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on February 21, 2024, after due notice, the Town Council conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Larson Annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Larson Annexation.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105 have been met including the following:

   A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.

   B. A community of interest exists between the area proposed to be annexed and the Town due to the proximity of the area to the Town, the desires of the owners to annex and the fact that it is within the planning area contemplated in the Johnstown Area Comprehensive Plan.

   C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.

D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the landowners of the area proposed for annexation, while presently agricultural, plan to convert the area to urban uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town is able to provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over $200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any school district.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.

3. The Town Council has determined that additional terms and conditions will not be imposed.

4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.

5. Notice of this hearing has been given as required by C.R.S. § 31-12-108.

6. An Annexation Impact Report was submitted to the Weld County Board of County Commissioners and County Attorney pursuant to C.R.S. § 31-12-108.5.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.

2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.

3. Said Larson Annexation may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of February, 2024.

ATTEST: TOWN OF JOHNSTOWN, COLORADO

By:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL DESCRIPTION – Larson Property Annexation
A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;

THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-241

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 96.04 ACRES AND KNOWN AS THE LARSON ANNEXATION

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, by Resolution No. 2023-061, the Town Council found a petition for annexation of certain property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Larson Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on February 21, 2024, the Town Council has held a public hearing regarding the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. The annexation of certain unincorporated property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the

purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2025.

Section 3. That, within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this __ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy D. Mellon, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL DESCRIPTION – Larson Property Annexation
A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;

THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

ANNEXATION AGREEMENT
LARSON PROPERTY ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Johnstown North Investments, LLC**, a Colorado limited liability company ("Owner"), and the **Town of Johnstown,** a home-rule municipality of the State of Colorado ("Town").

RECITALS

WHEREAS, Owner desires to annex real property into the Town, known as Lot B, Recorded Exemption No. 1059-06-2-RE-2515, Lot B, Recorded Exemption No. 1059-06-2-RE-2616, and a portion of the adjoining Weld County Road 15 Right of Way, situated in the Northeast Quarter of Section Six and the Northwest Quarter of Section Five, Township Four North, Range Sixty-seven West of the Sixth Principal Meridian, County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Owner executed a Petition for Annexation, dated November 22, 2023, a copy of which petition is on file with the Town Clerk; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations and

Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq*., C.R.S. (the "Act").

3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effectuate the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. ***Zoning.*** Owner shall take all action necessary to permit the Town to zone the annexed Property within the time prescribed by state statute.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use.

8. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

9. ***Public Improvements.*** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement, or similar such agreement, for each filing. All overhead utility lines shall be undergrounded.

10. ***Roadway Dedication.*** On or before approval of the first final plat for the Property, Owner shall dedicate approximately thirty (30) feet of land adjacent to Telep Avenue to the Town for right of way by deed of dedication in the form set forth on Exhibit B attached hereto and incorporated herein by this reference, which deed of dedication includes a legal description of the property subject to the right of way dedication. If required by the Town, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

11. ***Land Dedication.*** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, mineral interests owned by Owner at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

12. ***Water and Waste Water Utilities.*** Owner agrees to construct all on-site and required off-site water and wastewater mains and appurtenances to Town standards at Owner's expense as may be required by development of the Property. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if the Town and Owner determine that such installation is necessary in connection with orderly development of the Property.

13. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

14. ***Development Fees.*** Owner recognizes and agrees that the Property shall be subject to the development fees imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances.

15. ***Conformity with Laws.*** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

16. ***Disconnection.*** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

17. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner.

18. ***Future Cooperation.*** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

19. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

20. ***Failure to Annex.*** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

21. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

22. ***Breach.*** In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

23. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs and witness fees. Rather than require the Town to defend

an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

24. ***Assignments.*** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee and related contact information of the assignee or new owner of the Property. Unless otherwise agreed by the Town, Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

25. ***Notice.*** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or 3) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown Attn: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com (as automatically amended to reflect the then current Town Manager)
Notice to Owner:	Johnstown North Investments, LLC Attn: Larry S. Buckendorf 7251 W 20th St Unit L200 Greeley, CO 80634

26. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon

the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

27. ***Cost Reimbursement to Town.*** Developer shall reimburse the Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

28. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

29. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

30. ***Default.*** In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation at a location that is not more than sixty miles from the Property, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence a legal action.

31. ***Headings.*** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

32. ***No Repeal of Laws.*** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

33. ***Amendments to Law.*** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

34. ***No Vested Rights.*** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

35. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall

be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

36. ***Entire Agreement.*** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

37. ***Amendment.*** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

38. ***Severability.*** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

[Remainder of page intentionally left blank.]

ATTEST:

By:_____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO, A COLORADO MUNICIPALITY

By:_____
Troy D. Mellon, Mayor

JOHNSTOWN NORTH INVESTMENTS, LLC

By:_____
Name: Larry Buckendorf
Title: Managing Member

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024, by Larry Buckendorf, as the managing member of Johnstown North Investments, LLC.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT A
PROPERTY

EXHIBIT B
DEED OF DEDICATION FOR RIGHT OF WAY

KNOW ALL BY THESE PRESENTS, that Johnstown North Investments, LLC, a Colorado limited liability company ("Grantor"), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the Town of Johnstown, Colorado, a Colorado home rule municipality ("Grantee"), and Grantee does hereby accept on behalf of the public, for use as a public right-of-way for street, road and utility purposes, on, over, across, under, along, and within, the real property located in Weld County, State of Colorado, as described on Exhibit 1 attached hereto and incorporated herein by this reference, containing a legal description and a depiction of the real property, with all appurtenances (the "Property").

TO HAVE AND TO HOLD the above described dedicated, granted, transferred and conveyed Property unto said Grantee, its successors and assigns forever.

Grantor warrants and covenants to Grantee that Grantor is the lawful owner of the Property, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has the right and authority to dedicate, grant and convey said Property as set forth herein, and that the Property is free from all encumbrances and restrictions of any kind, except general taxes for the current or subsequent years. Grantor, its successors and assigns, shall warrant and forever defend the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

Acceptance of this conveyance by the Grantee shall not impose upon the Grantee any obligation for the opening, widening, installation, improvement or maintenance of the Property.

IN WITNESS WHEREOF, the parties have executed this document this ___day of _____, 2024.

GRANTOR: Johnstown North Investments, LLC
Name: _____
Title: _____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024, by Larry Buckendorf, as the managing member of Johnstown North Investments, LLC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

ACCEPTANCE

The Town of Johnstown, Colorado, hereby accepts the above Deed of Dedication for Right of Way for municipal purposes as defined herein.

Dated this ___ day of_____, 2024.

TOWN OF JOHNSTOWN, COLORADO
a Colorado municipality

By: _____
Matthew LeCerf, Town Manager

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT 1

Legal Description – Right of Way Dedication

PETITION FOR ANNEXATION
To the Town of Johnstown
(Weld County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as the Larson Property, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Weld County, School District RE-5J, Northern Colorado Water Conservancy District, Little Thompson Water District, Front Range Fire Protection District, Aims Junior College District, and High Plains Library District, and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(f) A proposed drainage plan and a proposed utilities plan.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that no part of the property to be annexed is included within any site specific development plan approved by Town of Johnstown, Colorado.

(16) Submitted with this Petition is the required $_____.00 for publication costs.

EXECUTED this 1st day of November, 2022.

Johnstown North Investments, LLC

By: _____

Name: Larry S, Buckendorf

Title: Authorized Agent

Name of Annexation: Larson Annexation

STATE OF COLORADO)
)ss
COUNTY OF WELD)

Subscribed and sworn to before me this 1st day of November, 2022 by Larry S. Buckendorf as Authorized Agent of _Johnstown North Investments, LLC a Colorado Limited Liability Company

WITNESS my hand and official seal.

My commission expires: 1-21-24

LAIRA ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964000495
MY COMMISSION EXPIRES 01/21/2024

_____
Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of 7 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 1st day of November, A.D., 2022, by Morgan Kidder.

Witness my hand and official seal.

My commission expires: 1-21-24

LAIRA ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964000495
MY COMMISSION EXPIRES 01/21/2024

Notary Public

NORTHERN ENGINEERING

Exhibit A: PARCEL DESCRIPTION – Larson Property Annexation

A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;

THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;

THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;

THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;

THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;

THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;

The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.

THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;

THENCE South 00° 44' 06" East a distance of 782.61 feet;

THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;

THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;

THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

FORT COLLINS: 301 North Howes Street, Suite 100, 80521 | 970.221.4158
GREELEY: 820 8th Street, 80631 | 970.395.9880 | **WEB:** www.northernengineering.com

NORTHERN ENGINEERING

SURVEYOR'S CERTIFICATE

I, Aaron M. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief. Furthermore, this description was completed for the purpose of describing an annexation boundary and should not be used for the conveyance of real property or any rights therein. This is not intended to represent a Land Survey Plat, Improvement Survey Plat or Improvement Location Certificate and is based upon my knowledge, information, and belief. It was completed by me or under my direct supervision using applicable standards of care and is not a guaranty or warranty, either expressed or implied.

DRAFT
PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

_____

Aaron M. Lund – on Behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #38670

NORTHERN ENGINEERING
820 8th Street
Greeley, Colorado 80631
(970) 488-1115

December 21, 2021
AML
S:\Survey Jobs\1155-003\Descriptions\1155-005 Annexation Description_2021-12-21 .docx

WELD COUNTY ROAD 50
PROJECT SITE
15
Colorado Blvd
Telep Ave
HIGHWAY 60
60

LARSON PROPERTY ANNEXATION

TO THE TOWN OF JOHNSTOWN

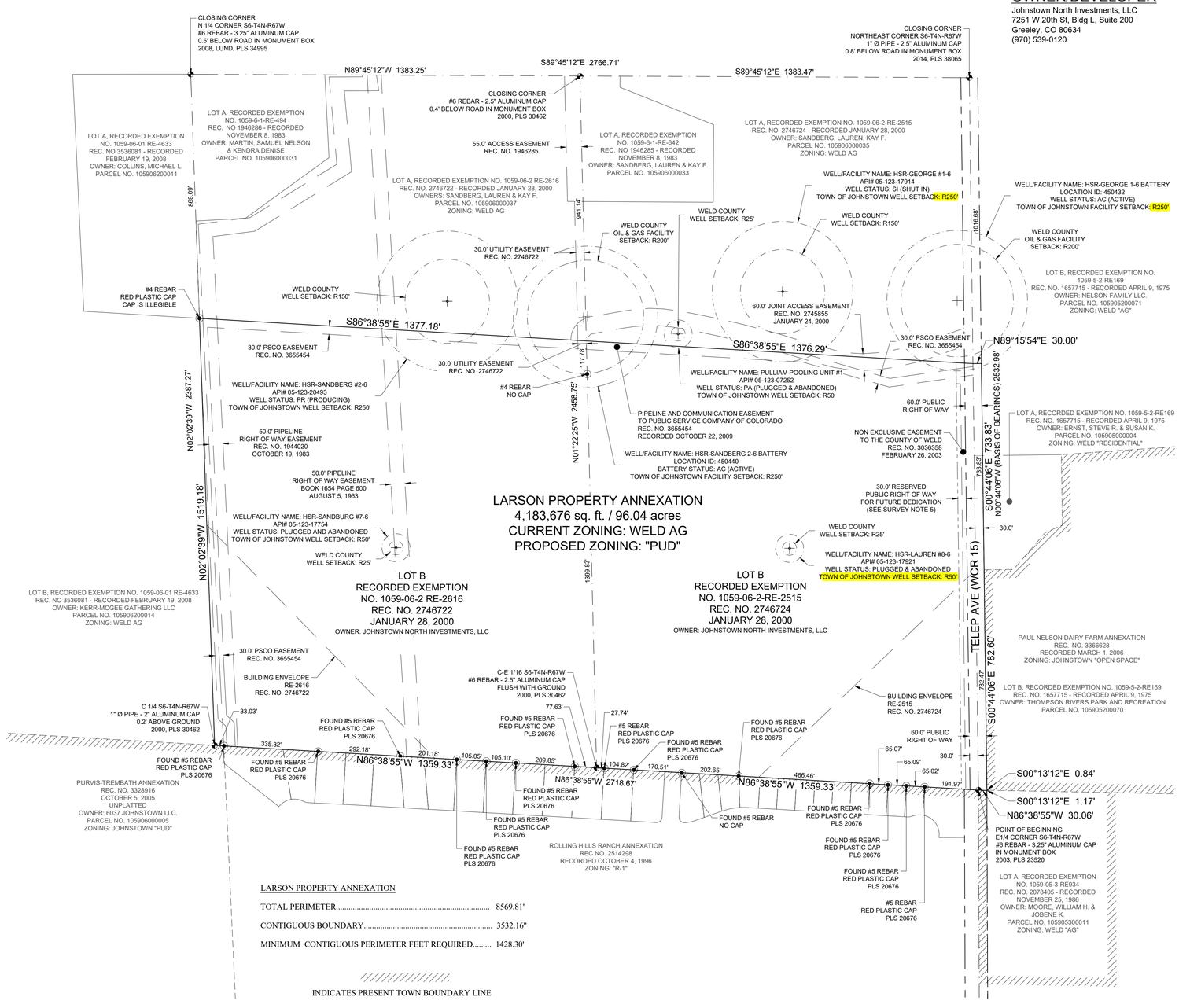
LOT B, RECORDED EXEMPTION NO. 1059-06-2 RE-2515, LOT B, RECORDED EXEMPTION NO. 1059-06-2-RE-2616 AND A PORTION OF ADJOINING WELD COUNTY ROAD 15 RIGHT OF WAY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

NORTH

200 0 200 400 600 Feet

(IN U.S. SURVEY FEET)
1 inch = 200 ft.



LARSON PROPERTY ANNEXATION

TOTAL PERIMETER..... 8569.81'

CONTIGUOUS BOUNDARY..... 3532.16"

MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED..... 1428.30'

INDICATES PRESENT TOWN BOUNDARY LINE

OWNER/DEVELOPER
Johnstown North Investments, LLC
7251 W 20th St, Bldg L, Suite 200
Greeley, CO 80634
(970) 539-0120

SITE ENGINEER
Northern Engineering Services, Inc.
Nick Haws
301 N. Howes St, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

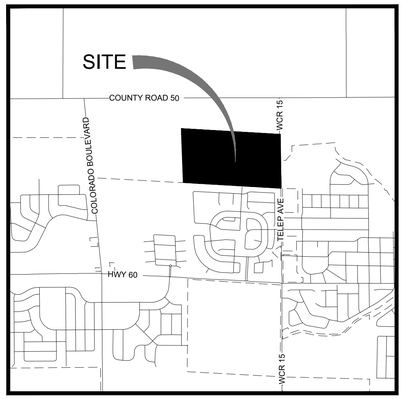
SURVEYOR
Northern Engineering Services, Inc.
Robert C. Tessely, PLS
301 N Howes St #100
Fort Collins, Colorado 80521
(970) 221-4158

SYMBOL LEGEND

- FOUND SECTION CORNER
- FOUND PROPERTY MONUMENT

LINE LEGEND

- ANNEXATION BOUNDARY
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT ANNEXATION AND TOWN LIMITS
- RESERVED RIGHT OF WAY



N VICINITY MAP
1" = 2000'

DESCRIPTION: LARSON PROPERTY ANNEXATION

A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
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THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;
THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Larson Property Annexation is 4,183,676 square feet or 96.04 acres, more or less (±).

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be annexed under the name of LARSON PROPERTY ANNEXATION to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

OWNER: Johnstown North Investments, LLC
By: Larry S. Buckendorf, Authorized Agent

STATE OF COLORADO)
) SS
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 20_____.
My commission expires:_____

Notary Public

TOWN COUNCIL APPROVAL:

This Map to be known as LARSON PROPERTY ANNEXATION is approved and accepted to the Town of Johnstown, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____ day of _____, 20_____

Troy Mellon, Mayor

Attest: Hannah Hill, Town Clerk

Right-to-Farm Statement

Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept there are drawbacks, including conflicts with long-standing agricultural practices and a lower level of services than in town. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.
Agricultural users of the land should not be expected to change their long-established agricultural practices to accommodate the intrusions of urban users into a rural area. Well-run agricultural activities will generate off-site impacts, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from animal pens, field work, harvest and gravel roads; odor from animal confinement, silage and manure; smoke from ditch burning; flies and mosquitoes; hunting and trapping activities; shooting sports, legal hazing of nuisance wildlife; and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of the County. Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.
Water has been, and continues to be, the lifeline for the agricultural community. It is unrealistic to assume that ditches and reservoirs may simply be moved "out of the way" of residential development. When moving to the County, property owners and residents must realize they cannot take water from irrigation ditches, lakes or other structures, unless they have an adjudicated right to the water.
Weld County covers a land area of approximately four thousand (4,000) square miles in size (twice the size of the State of Delaware) with more than three thousand seven hundred (3,700) miles of state and County roads outside of municipalities. The sheer magnitude of the area to be served stretches available resources. Law enforcement is based on responses to complaints more than on patrols of the County, and the distances which must be traveled may delay all emergency responses, including law enforcement, ambulance and fire. Fire protection is usually provided by volunteers who must leave their jobs and families to respond to emergencies. County gravel roads, no matter how often they are bladed, will not provide the same kind of surface expected from a paved road. Snow removal priorities mean that roads from subdivisions to arterials may not be cleared for several days after a major snowstorm. Services in rural areas, in many cases, will not be equivalent to municipal services. Rural dwellers must, by necessity, be more self-sufficient than urban dwellers.
People are exposed to different hazards in the County than in an urban or suburban setting. Farm equipment and oil field equipment, ponds and irrigation ditches, electrical power for pumps and center pivot operations, high-speed traffic, sand burs, puncture vines, territorial farm dogs and livestock and open burning present real threats. Controlling children's activities is important, not only for their safety, but also for the protection of the farmer's livelihood.

Weld County Right to Extract Mineral Resources Statement

Weld County has some of the most abundant mineral resources, including, but not limited to, sand and gravel, oil, natural gas, and coal. Under Title 34 of the Colorado Revised Statutes, minerals are vital resources because the State's commercial mineral deposits are essential to the State's economy; (b) the populous counties of the state face a critical shortage of such deposits; and (c) such deposits should be extracted according to a rational plan, calculated to avoid waste of such deposits and cause the least practicable disruption of the ecology and quality of life of the citizens of the populous counties of the state.
Mineral resource locations are widespread throughout the County and people moving into these areas must recognize the various impacts associated with this development. Often times, mineral resource sites are fixed to their geographical and geophysical locations. Moreover, these resources are protected property rights and mineral owners should be afforded the opportunity to extract the mineral resource.

SURVEYOR NOTES:

1. Basis of Bearings: The East line of the Northeast Quarter of Section 6 as bearing North 00°44'06" West (assumed bearing) and Monumented as shown hereon.

2. Unit of measure is U.S. Survey Feet.

3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.

4. This survey does not constitute a title search by the surveyor. For information regarding additional easements, Northern Engineering relied upon File Number: 459-H06644691-084-LL9, dated November 24, 2021 prepared by Heritage Title Company, Inc.

5. 30.0' of additional public right of way to be reserved for future dedication to the Town of Johnstown.

6. This Annexation Map is not a statutory monumented Land Survey as defined by the State of Colorado. Monuments shown hereon are for depicted reference purposes only.

7. The word "certify" or "certification" as shown and used hereon is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).

8. The status for all oil & gas wells and facilities are noted as defined by the Colorado Energy & Carbon Management Commission. Weld County oil & gas setback information is per Weld County Code, Sec. 23-3-50. Town of Johnstown oil & gas setback information is per Johnstown Land Use & Development Code, Chapter 17, Article 5.

SURVEYOR'S CERTIFICATION:

I, Robert C. Tessely, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR ROBERT C. TESSELY 38470 09/28/2023

_____
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470
For and on behalf of Northern Engineering Services, Inc.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 5 & 6
TOWNSHIP: 4 N
RANGE: 67 W of the 6th PM

NORTHERN ENGINEERING
SURVEY | MUNICIPAL | LAND DEVELOPMENT
FORT COLLINS | GREELEY 970.221.4158 NORTHERNENGINEERING.COM

DATE: 09/28/2023
SCALE: 1" = 200'
REVIEWED BY: R. TESSELY
PROJECT: 1155-005
CLIENT: JOURNEY HOMES
DRAWN BY: S. PAQUIN

LARSON PROPERTY ANNEXATION
LOT B, RE-2515, LOT B, RE-2616 AND WCR 15 ROW, WELD COUNTY, COLORADO

Sheet 1 Of 1 Sheet

October 20, 2022

Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

RE: LARSON PROPERTY DEVELOPMENT – ANNEXATION IMPACT REPORT

Dear Town Staff,

The developer, is requesting annexation into the Town of Johnstown, proposing a new residential development currently being referred to as Larson Property. The development will be located directly west of and adjacent to Weld County Road 15 (N. Telep Avenue), and north of Rolling Hills Subdivision. The project includes approximately 96.04 acres and consists of residential and open space/parks usage.

This report analyzes the proposed development's impact with respect to the Town of Johnstown's (and Weld County's) services.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,
NORTHERN ENGINEERING SERVICES, INC.

Robbie Lauer
Project Manager

Reference Maps:

- Annexation Map
- Conceptual Road, Trails, and Fence Plan
- Conceptual Utility Plan
- Annexation Zoning Map

Annexation Impact Report
for
Larson Property Development
Johnstown, Colorado

October 20, 2022

96.04 acres

Project Location

The Larson Property Development contains approximately 93.95 acres and is within Weld County, Colorado. The property's borders include:

- South: Rolling Hills Subdivision
- West: Private, undeveloped land
- East: Weld County Road (WCR) 15 (North Telep Avenue)
- North: Private, undeveloped land

The area to be developed lies within the Town of Johnstown Low-Density Intensity zone as designated by the *2021 Johnstown Area Comprehensive Plan*. See map below indicating location and vicinity.

Proposed Land Uses

The Larson Property is a single family detached residential that will enhance the existing small-town community feel within the Town of Johnstown while providing easy, convenient access to cities and towns across Northern Colorado. Larson Property will incorporate eye-catching architecture to deliver a resident-oriented community complete with open spaces, walkways, and a central park. The Larson Property will be a similar density as the Rolling Hills Subdivision to the south. The Larson Property will provide easy access to Thompson Parks Baseball Field. The community will be designed to be an asset to the Town of Johnstown and will attract residents who value what the Town has to offer.

Annexation Agreement

Per Colorado Revised Statutes 2013 134 Title 134, an agreement will be drafted between the property owner and municipality outlining the responsibilities of each party.

Municipal Services

The area to be annexed as described by the attached legal description will receive the following municipal services from the stated responsible agencies:

Water: Johnstown Water Service Area. Potable water will be provided to the development by the Town of Johnstown. The water system will be designed according to standard practices including a loop system that will tie into existing mainlines.

Sewer: Johnstown Sanitation Service Area. The internal system will be designed to respond to topography to drain effluent to a low point in the subdivision. The sanitary sewer system will be connected to Johnstown's existing system and designed according to standard practices.

Police: Town of Johnstown Police. The residential neighborhood will not require any special security measures and can be easily patrolled as part of the current duties of the Johnstown Police Department.

Fire & Emergency Services: Front Range Fire Rescue. Neighborhood access and street design will conform to Town standards. All construction and fire prevention will adhere to building code.

Schools: Weld County RE-5J School District. Schools serving this site are listed below along with anticipated student generation.

Library District: High Plains Library District. No adverse impacts anticipated at this time.

Electric/Communication Service: The developer will work with service providers to establish the most efficient manner for extending service to the community.

Recreation District: Thompson Rivers Parks and Recreation District. No adverse impacts anticipated at this time.

Annexation Statements

1. **A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation.**

   The Town of Johnstown has adopted the *Johnstown Area Comprehensive Plan (November 2021)* and the *Transportation Master Plan (February 2008)* which includes framework for land

use, transportation and public infrastructure planning; e.g. sanitary sewer mains and treatment facilities, stormwater facilities, as well as road maintenance, police protection, parks and recreation and library services to the proposed annexation area. The annexation area is within the Johnstown Growth Management Area and is identified as an area of Low Density/Intensity within the Johnstown Area Comprehensive Plan.

2. **A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed.**

   A Metropolitan District will be established as the authority to finance all public improvements within and adjacent to the property. The district will convey public infrastructure to the Town and will establish the means for ongoing maintenance. The district will also provide the administration and control services for the community such as establishing and enforcing the architectural standards and lot landscaping requirements. The details of the district's organization, obligations and financial structure will be provided in a formal Service Plan conforming to all legal standards.

3. **A statement identifying existing tax districts within the areas to be annexed.**

   According to the Weld County GIS Property Portal, the following tax districts are within the area to be annexed:

   - AIMS Junior College
   - Front Rage Fire Rescue Fire Protection District
   - High Plains Library
   - Larimer Conservation District
   - Little Thompson Water District
   - Northern Colorado Water Conservation District
   - Weld County RE-5J School District
   - Weld County

4. **A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.**

   The Larson property is within the Weld County RE-5J School District. Students that will reside within the Larson Subdivision neighborhood will be currently served by the following schools:

   - Letford Elementary School
     2 Jay Avenue, Johnstown, Colorado
   - Milliken Middle School
     266 S. Irene Avenue, Milliken, Colorado
   - Roosevelt High School
     616 N. 2nd Street, Johnstown, Colorado

   The table below uses the district's formulas for student generation by new housing. Due to growth, Weld County RE-5J School District is replacing Letford Elementary School at the intersection of Colorado Highway 60 and Colorado Boulevard. Students from Larson Property fall within the updated service area for the new elementary school. The developer will work with the Town and District regarding appropriate mitigation measures.

WELD COUNTY SCHOOL IMPACT FORECASTING

Dwelling Units	Elementry School Student Yield	Middle School Student Yield	High School Student Yield	Elementary School Students	Middle School Students	High School Students	Total Students
375	0.301	0.148	0.170	113	56	64	232

*Households equal 100% of total single family detached units.

5. **A map (or maps) of the municipality and adjacent territory to show the following information:**

   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation.

      The annexation map showing the present and proposed boundaries of the Town of Johnstown within the vicinity of the proposed annexation is included.

   b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation (from Town master plans).

      See the attached exhibits for a conceptual street, water, and sanitary sewer layout and the location of dry utility connections.

   c. The existing and proposed land use pattern in the areas to be annexed (Outline Development Plan).

      The existing zoning in Weld County is Agricultural (AG). The proposed zoning within the Town of Johnstown is Planned Unit Development (PUD). See the attached zoning map.

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

HEARING DATE:	January 24, 2024 at 7:00PM
SUBJECT:	Larson Annexation, Establishment of Zoning, and Outline Development Plan (Case Number ANX22-0001)
ACTION PROPOSED:	Public hearing for consideration for Larson Annexation and proposed PUD Zoning with corresponding Outline Development Plan
LOCATION:	A gross total of 94 acres of land located in the northeast quarter of section 6 and the northwest quarter of section 5 township 4 north, range 67 west of the P.M., County of Weld, State of Colorado.
APPLICANT:	Johnstown North Investments, LLC.
ATTACHMENTS:	1. Resolution 2023-061-setting forth annexation proceedings 2. Larson Annexation Petition 3. Vicinity Map 4. Annexation Map 5. Zoning Map 6. Outline Development Plan 7. Project Narrative – Dated January 22, 2022 8. Staff Comment Letter – Dated February 11, 2022 9. Project Narrative – Dated October 20, 2022 10. Response Letter – Dated April 5, 2023 11. Staff Comment Letter – Dated May 2, 2023 12. Response Letter – Dated August 8, 2023 13. Response Letter – Dated October 4, 2023
PRESENTED BY:	Jeremy Gleim, AICP, Planning & Development Director

BACKGROUND & SUMMARY

On January 22, 2022 Johnstown North Investments, LLC ("Applicant"), submitted a Land Use Application & Cost Reimbursement Agreement to request annexation and zoning designation for approximately 94 acres of land in Weld County. The subject property is located in the northeast quarter of section 6 and the northwest quarter of section 5, township 4 north, range 67 west of the P.M. More specifically, it is located west of Telep avenue (Weld County Road 15), west of the existing Thompson Parks Baseball Fields and north of Rolling Hills Ranch subdivision.

The subject property is presently zoned Agriculture in unincorporated Weld County and the property is currently being used as farm land. It is partially bordered by incorporated areas of Johnstown to the east and south, with the Roling Hills Subdivision to south. The land to the north and west is in unincorporated Weld County.

The proposal includes an Annexation and Zoning request with an accompanying Outline Development Plan ("ODP"). The intent of the proposal is to develop a maximum of 318 single-family detached residential lots, comprised of two different lot types, along with a multi-family component with a maximum of 145 units. The overall density of the project site ranges from 6.1 to 7.1 dwelling units per acre.

The new Land Use and Development Code ("LUDC") for the Town of Johnstown was updated and became effective on December 5, 2023. However, pursuant to Section 17-1-4(B)(1) of the new LUDC, any application submitted prior to the effective date, and determined a complete application by the Director, shall be reviewed and processed according to the prior standards and procedures. Therefore, this application is being evaluated using the codes and standards that were in effect prior to December 5, 2023.

SURROUNDING ZONING & LAND USE

North:	AG – Unincorporated Weld County – existing residences and ag lands
South:	R-1 – Residential Town of Johnstown – Rolling Hills Subdivision
East:	R-1 – Residential Town of Johnstown– existing Thompson Parks Baseball Fields
West:	AG – Unincorporated Weld County – existing residences and ag lands

LAND USE HISTORY

Historically, this property has been used for agriculture and will continue as agriculture until future development is proposed.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was republished in the local paper of widest circulation, the Johnstown Breeze, on Thursday, January 11, 2024, specifying that this item

would be presented to the Planning & Zoning Commission at their regular meeting of January 24, 2024. This notice provided the date, time, and location of the Planning & Zoning Commission hearing, as well as a description of the project. Notices were initially mailed to all property owners within 800 feet of the property in question on December 20, 2022, for the regular meeting of January 10, 2024; however, the meeting was moved to the 24th of January at the applicant's request, due to scheduling conflicts. This notice included a map of the proposed annexation and proposed zoning.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on March 22nd, 2022, for this annexation and zoning request. Comments from the neighborhood meeting included traffic concerns regarding through traffic on Brittany Avenue (Rolling Hills Subdivision), as well as the size of the residential lots being proposed. Commentors desired larger lot sizes more consistent with the Rolling Hills subdivision. There were also comments requesting an extension of the existing sidewalk from the Rolling Hills neighborhood into and through the proposed development.

PROJECT DESCRIPTION & ANALYSIS

Annexation

Pursuant to Section 15-3 of the prior LUDC, the following information is required of an application for annexation:

(a) In order to initiate the annexation procedure, a petition shall be filed with the Town Clerk two (2) weeks prior to the Planning and Zoning Commission meeting on the last Wednesday of each month.

(b) The petition shall be accompanied by five (5) copies of a map or plat of the territory proposed to be annexed, showing the following:

(1) Legal description of the territory to be annexed;
(2) The physical relationship of the territory to the established corporate limits of the Town;
(3) Boundaries of special districts, if any having jurisdiction over areas within the territory;
(4) Proposed zoning of the area and exact boundaries of zoning districts if more than one (1) district is proposed;
(5) Major structures within the territory and general nature of their use;
(6) Major streets and utility easements within the area.

(c) The following information pertinent to the territory to be annexed shall also be presented with the
petition:

(1) Proof of ownership of lands within the territory, showing encumbrances;
(2) Descriptions of water and ditch rights appurtenant to the properties within the territory;
(3) Preliminary subdivision plats or preliminary development plans including declaration of covenants, conditions and restrictions for all residential-zoned property included in the development plan to be reviewed prior to completion of the annexation, showing:

a. Outer boundaries;
b. Existing features;
c. Proposed features (streets paved);
d. Contours;
e. Proposed floor plans, type of structure and mix;
f. Proposed drainage plan;
g. Proposed utilities plan:
    1. Sewer;
    2. Water;
    3. Gas;
    4. Electricity;
    5. Paved off-street parking;
h. Landscaping; and
i. Development schedule.

(4) Statement within the petition as to water given to the Town at the time of annexation, in the amount of three (3) acre feet of water for every acre annexed. This statement may be altered, at the option of the Town, in circumstances where potable water services to the annexed parcel will not be furnished by the Town's facilities. The statement shall describe an impact fee assessment in lieu of water given. This impact fee will be negotiated with the Town and approved by the Board of Trustees.

(5) The cost of extension of the Town government services and facilities will be that of the developer; meaning any extension of the sewer, water or streets will become the total cost of the petitioner and a performance bond or escrow agreement may be required to assure performance on his or her part.

ANNEXATION FINDINGS

Staff has evaluated the annexation application pursuant to items listed above and has found that the request meets the listed eligibility requirements. A resolution finding Substantial Conformance with C.R.S. requirements was passed by the Town Council on December 18th, 2023, and set a public hearing for February 5th, 2024. The annexation map includes this parcel as well as the

adjacent right-of-way for Weld County Road 15 (Telep Avenue). The resolution and annexation petition have been provided in this agenda packet as Attachments 1 and 2, respectively.

Zoning & Development

The current zoning for the property is AG-Agriculture in Unincorporated Weld County. There are no known conditional uses or uses by special review for the property. A summary of the evolution of this project is necessary to support staff's recommendation on the zoning that is being proposed for this project.

At the time of submittal, as described in Attachment 7, the Applicant was requesting a zoning designation of SF-1 in conjunction with the annexation proposal. The Applicant proposed development of 375 +/- single family home lots, 18.7 acres of open space, and 22.4 acres of right of way. The Applicant specified typical home lots measuring 53' x 100' (5,300 square feet) and 63' x 100' (6,300 square feet).

In February of 2022, town staff provided review comments to the Applicant based upon the submittal (Attachment 8). Amongst other things, staff commented that the minimum lot size in the SF-1 zone, pursuant to Town Code, was 6,000 square feet. The Applicant was required to addreess comments and resubmit the application for further review.

On March 22, 2022, a neighborhood meeting was held to present and discuss the Applicant's request to interested parties in the vicity of the project site. All property owners within a 500' radius of the project received a meeting notice; the meeting was held remotely via Zoom. The major concerns from the community included the following:

1. Traffic impacts to the existing Rolling Hills neighborhood; and,
2. Small lot sizes, specifically those backing up to the homes in the existing Rolling Hills neighborhood.

In October of 2022, the Applicant resubmitted the project for staff's review. As part of the resubmittal, the Applicant provided an updated project narrative and responses to staff's original comments (Attachment 9). The Applicant provided clarification which was generally responsive to staff's original comments, addressing such items as park and open space within the project site, primary access into the site, and a multitude of technical corrections.

Regarding the comment on minimum lot sizes for the SF-1 zone, the Applicant modified their zoning request from SF-1 to PUD (Planned Unit Development). No other modifications to the project were being proposed at this time; the driving force behind the move to PUD zoning was the ability to use smaller lot sizes.

Pursuant to Section 16-301(a) of the prior LUDC, the purpose of the PUD District is to facilitate greater flexibility resulting in higher quality development through more creative and imaginative design of the commercial, industrial and residential areas than is typically possible under conventional, restricted zoning regulations. In addition, pursuant to Section 16-302(a)(1), the intent of the PUD-R District is to support private residential development by providing incentives encouraging the use of innovative design techniques in order to achieve high quality residential development.

The Applicant's response stated that the zoning had been swapped with PUD to allow for modified lot sizes. There was no additional support, reasoning, or justification for changing the zoning request from SF-1 to PUD, other than the lot size modification for smaller lots. No evidence was submitted explaining how this project was implementing innovative design techniques to create a higher quality development.

Aside from the request to use a different zoning designation, the project and project description remained substantially unchanged; however, an Outline Development Plan ("ODP") was newly submitted as a requirement of the PUD zoning request, pursuant to Section 16-304 of the Johnstown Municipal Code. The ODP provides a higher level of site planning detail.

In December of 2022, staff provided comments on the second submittal. There were a handful of technical items that needed to be addressed, as well as a few zoning and site planning comments. More specifically, staff commented that the purpose of the ODP was to establish project densities, types and mixes of housing product, and overal project concepts. Staff recommended a more diverse mix of housing and lot sizes. Staff also commented on the lot sizes, explaing that the Town is seeking a minimum of 6,000 square foot lots for single-family detached product.

In April of 2023, the Applicant resubmitted the project for review, including formal resonses to all of staff's comments (Attachment 10). The Applicant responded to the mix of housing product by keeping to two lot sizes originally proposed (53' x 100' and 63' x 100'), and then dedicating 6.8 acres on the eastermost side of the project site, along Telep Avenue, for multi-family development. The addition of the multi-family product represented a significant change to the overall project, based on what was originally submitted and presented to the community at the neighborhood meeting.

The Applicant also acknowledged the comment about minimum 6,000 square foot detached single-family lots; however, they responded by stating that their project team was hopeful that the Town Council would consider a minimum 5,300 square foot lot. They further explained that a 5,300 square foot lot and building product that fits on this specific lot size allows the developer to offer a more affordable housing product.

On May 2, 2023, staff provided comments to the Applicant based on the April resubmittal (Attachment 11). Most of the comments requested clarification on technical issues and other minor items, such as notations and descriptions on the exhibits. Regarding the zoning, staff commented that the Town was planning to move away from PUD zoning with the new Land Use & Development code. In addition, staff welcomed an opportunity to discuss the benefits of the project, stating that a straight zoning designation of R-1 (a reference to the forthcoming Land Use & Development code, but similar to the SF-1 designation that was originally submitted with this proposal) may work well for the site, and also eliminate the need for the ODP.

In August of 2023, the Applicant resubmitted and responded to staff's comments (Attachment 12). No mention of the zoning was included in the response. Staff provided an additional round of comments, also in August of 2023.

In October of 2023, the Applicant resubmitted the project, including formal responses to staff's comments (Attachment 13). As shown in the response letter, there were a handful of traffic and engineering comments that remained outstanding from previous comment letters. Solutions to most of those comments were being deffered to later stages of project development. Although staff provided a final round of comments based upon this latest submittal, this effectively concluded the review process.

SUMMARY

In summary, the project began as a typical residential subdivision comprised of detached single-family lots, with complementary zoning of SF-1; a maximum of 375 lots were proposed at the time of submittal. The Applicant revised the proposed zoning to PUD upon receiving staff's initial comment letter. No modifications to the project were being proposed with the introduction of the PUD zoning request, it was simply a way to avoid increasing residential lot sizes. As noted in this report, the intent of the PUD zone is to provide flexibility in development standards to support the creation of imaginative design proposals and high-quality projects that otherwise would not be permitted under the strict application of traditional zoning designations. As the project continued to develop, the Applicant responded to comments regarding housing diversity by proposing a multi-family component to the project site. The final iteration of the project comprised the same two lot sizes submitted at the time of application, and a multi-family component oriented on the east side of the project along Telep Avenue. Final densities pursuant to the ODP ranged from 5 – 8 du/ac for the single-family detached product, and 20 – 23 du/ac for the multi-family product. This range would result in a buildout condition of somewhere between 350 and 500 units.

1. The Applicant's proposal did not comply with the standards of the SF-1 zone, even though comments were made multiple times throughout the review process about the lot sizes.

2. PUD zoning is intended to provide a mechanism to support deviation from the strict application of traditional zoning standards to advance high quality projects through creativity and innovation in design and planning. This project is reminiscent of a traditional residential subdivision. Housing affordability is a benefit to a community; however, there is no evidence in any of the project submittal materials depicting any innovation or creativity that could not otherwise be accommodated in a typical residential zoning district.

3. Due to the range of densities being proposed in the ODP, there is a substantial amount of uncertainty built into the project, which could result in a vastly more intense project than was represented to the community at the neighborhood meeting. When the neighborhood meeting occurred, the entire project comprised of single-family detached units.

ZONING FINDINGS

Pursuant to Section 16-303, the following review criteria shall be evaluated for PUD proposals:

(5) Land Use

a. Is the land use mix appropriate given land use designations of the Comprehensive Plan, support facilities in the area, project design and PUD district intent? **Response: The land use mix is appropriate given the land use designation of the Comprehensive Plan (Medium Density/Intensity), and there are adequate support facilities in the area; however, the project design does not meet the intent of the PUD zoning district.**

b. Do the land use specifications of the PUD meet the restrictions for permitted uses and appropriately address conditional use standards, goals and criteria for those uses which are specified in this Chapter as conditional in the underlying zoning district? **Response: No conditional uses are being proposed as part of the proposed PUD.**

c. Have the appropriate design standards been satisfied? **Response: The appropriate design standards have not been satisfied, because:**

1. **PUD zoning replaced the original SF-1 zoning proposal simply so smaller lot sizes could be used within the development; and,**
2. **There are no innovative or creative design proposals to warrant PUD zoning over a more typical residential zoning designation; and,**
3. **There are no unique or challenging site conditions that would warrant PUD zoning over a more typical residential zoning designation.**

d. Are the exceptions to standard requirements warranted by virtue of inclusion in the PUD of design elements and amenities exceeding minimum requirements? **Response: The exceptions to standard requirements are not warranted, because there are no examples of outstanding or**

innovative designs, and the amenities are considered minimal and average for this type of development.

RECOMMENDED PLANNING AND ZONING COMMISSION MOTIONS

Larson Annexation, Zoning, and Outline Development Plan (ODP)

Pursuant to the content and findings in the staff report, staff is recommended that the Planning and Zoning Commission recommend:

1. Approval to Town Council for the Annexation; and,
2. Denial of the establishment of PUD Zoning, and the Outline Development Plan

Annexation - Recommended Motion: Motion to Approve, as presented.

Based on the application materials received along with the analysis/presentations at this hearing, the Planning & Zoning Commission finds that the request for the Larson Annexation is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval of the Larson Annexation, based upon the content and findings in the staff report.

PUD Zoning/Outline Development Plan - Recommended Motion: Motion to deny, as presented.

Based on the application materials received along with the analysis/presentations at this hearing, the Planning & Zoning Commission finds that the request for the establishment of PUD Zoning does not satisfy the intent of the PUD zoning classification and is not compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council denial of the establishment of PUD Zoning and Outline Development Plan based upon the content and findings in the staff report.

Alternate Motions:

Motion to Recommend Approval with Conditions

Based on the application materials received and analysis and presentations at this hearing, the Planning & Zoning Commission finds that the request for the Larson Annexation, Establishment of PUD Zoning, and Outline Development Plan furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval of the Larson Annexation, Establishment of PUD Zoning and Outline Development Plan based upon the content and findings in the staff report, and with the following conditions:

1.

Motion to Recommend Denial

I move that the Commission recommend to the Town Council denial of the Larson Annexation, establishment of PUD Zoning, and Outline Development Plan based upon the content and findings in the staff report.

LARSON ANNEXATION & ZONING CASE ANX22-001

Town Council Meeting

February 21, 2024

The Community that Cares

VICINITY MAP

- West side of Telep Avenue
- Immediately north of Rolling Hills subdivision
- South of County Road 50

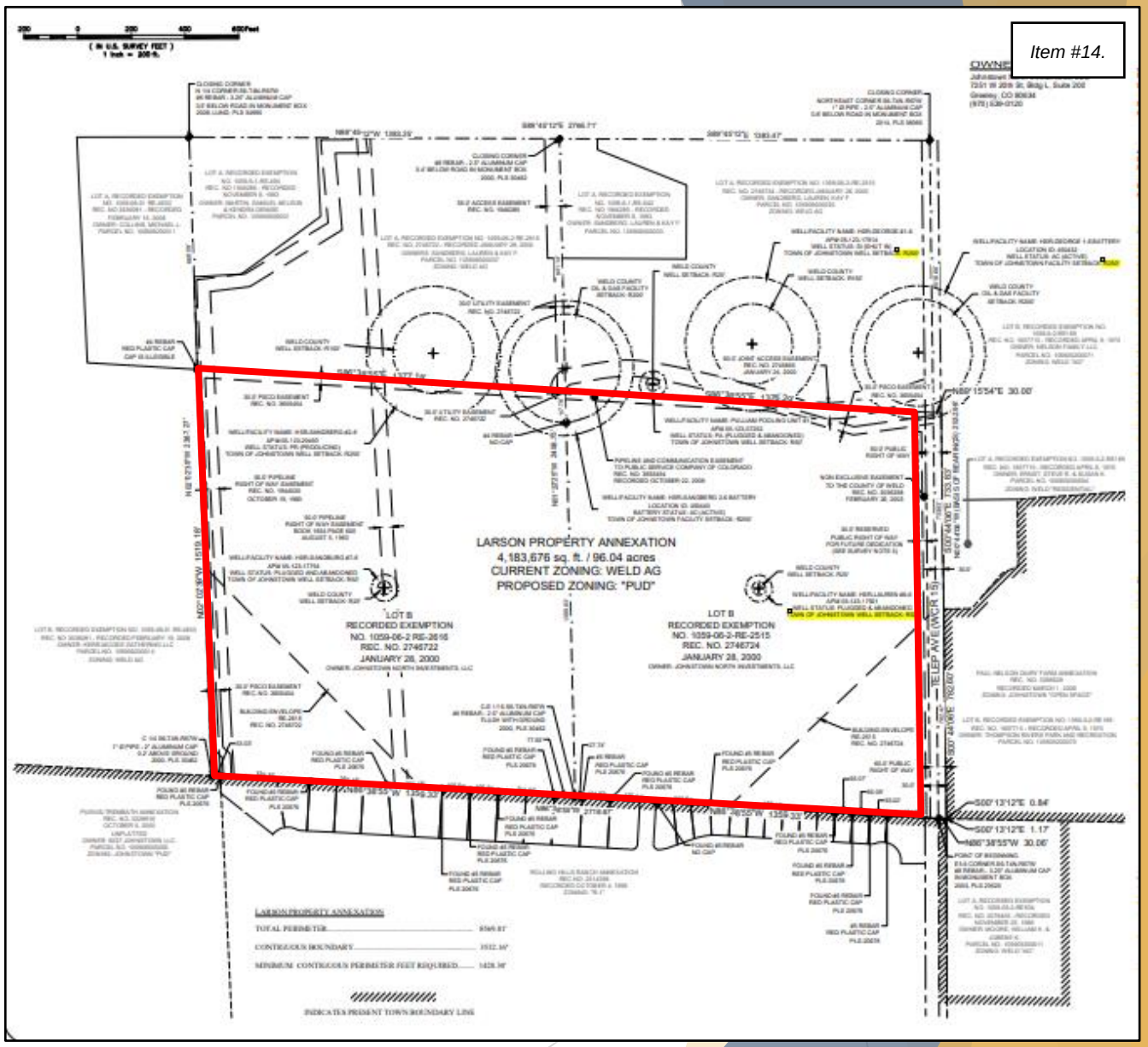
- Approx. 94 acres
- Current in Weld County: Zoned A (Agricultural)

- Surrounding Zoning and Land Use
  - North: AG – Weld County (existing residences and ag lands
  - South: R-1 – Residential - Town of Johnstown (Rolling Hills Subdivision)
  - East: R-1 – Residential – Town of Johnstown (Thompson Park Ball Fields)
  - West: AG – Weld County (existing residences and ag lands)

The Community that Cares

ANNEXATION MAP

- Has required 1/6 contiguity, per C.R.S. 31-12-104
- No platting is required at this time.
- Telep Avenue Right of Way to be dedicated.
- Property is within Johnstown's Growth Management Area.



Item #14.

The Community that Cares

RECOMMENDATION

The Planning & Zoning Commission recommend that the Town Council APPROVE Annexation Case ANX22-001

UPSTATECOLORADO
ECONOMIC DEVELOPMENT

822 Seventh Street, Suite 550
Greeley, CO 80631
www.upstatecolorado.org
P. 970.356.4565

February 2, 2024

Matt LeCerf
Town of Johnstown
PO Box 609
Johnstown, CO 80534

Dear Matt,

On behalf of the Upstate Colorado Board of Directors, we would like to express our appreciation for your ongoing support of Upstate Colorado Economic Development. We recognize that economic development is not an individual effort, and it requires the support of various organizations, businesses and individuals who share our vision. Municipalities like the Town of Johnstown provide the resources needed to further our mission of connecting the public and private sectors, marketing the region, facilitating private business growth, and advocating for the business community in Weld County. As we look ahead, we hope for your continued support as we strive to achieve our goals in 2024 and beyond.

Upstate Colorado Economic Development has been serving Weld County communities for over 35 years as the regional economic development organization. While remaining steadfast in our primary charge of increasing the number and quality of businesses enterprises and primary sector jobs, we strive to adapt to new circumstances quickly as they arise. Whether it is providing disaster relief funding, grant navigation services or other business-related support, we are dedicated to meeting the evolving needs of the Weld County community and driving the region's economic development priorities forward.

2023 was another record year for Upstate. We proudly announced seven new or expanding companies to Weld County, creating 1,550 new job opportunities and over $812 million in new facilities and equipment investments. In total, our team worked 75 leads, 28 of which became active. We are committed to continuing our efforts to assist prospects while maintaining a strong focus on creating and retaining primary industry jobs in the region.

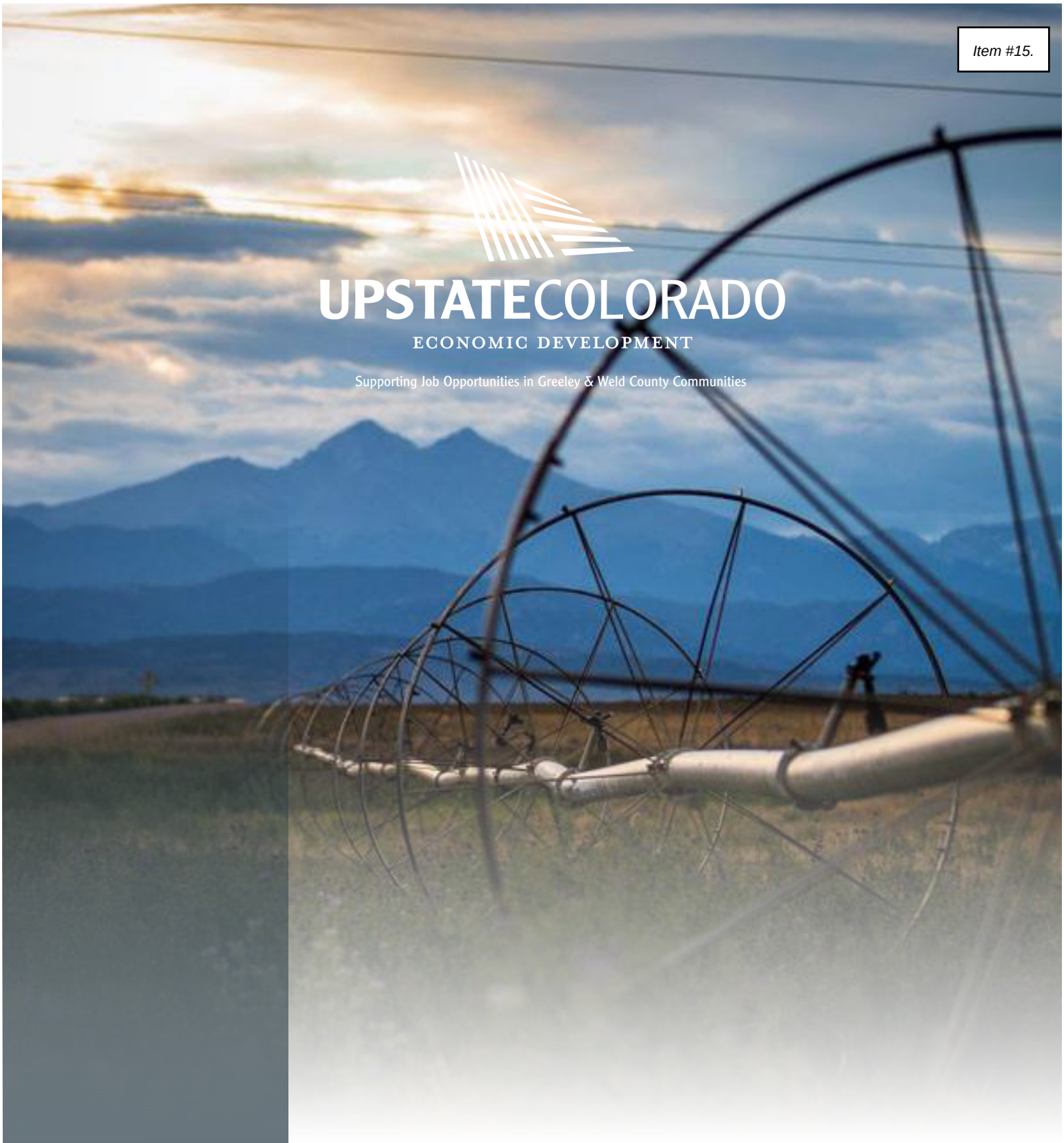
At Upstate Colorado, we work hand in hand with our partners to promote Weld County on a national level, advocate on behalf of the business community, strengthen the striving business environment in Northern Colorado, and foster long term growth and upward economic mobility for the region. It is our goal to make Weld County one of the best places to build a business. We work toward this goal by facilitating meaningful connections, being a source of research data, providing opportunities for businesses and the public sector to network, and acting as a liaison for businesses looking to locate or expand in the region.

Attached to this letter, you will find a 2024 invoice for your convenience. Please do not hesitate to reach out with any questions.

Thank you again for your commitment to Upstate Colorado Economic Development and to Weld County's long-term success. Partners like you help us move the needle in a way that makes a significant impact on the region. We are eager to maintain this momentum and excited to achieve even greater success in the coming year.

Best regards,

Richard Werner
President & CEO, Upstate Colorado Economic Development



UPSTATECOLORADO

ECONOMIC DEVELOPMENT

Supporting Job Opportunities in Greeley & Weld County Communities

2024 Investor Opportunities

Investor Supported Programming

Upstate Colorado Economic Development is an organization supported by private and public investors, serving the needs of Weld County, Colorado. Created in 1987, Upstate Colorado continues to provide excellence in economic development activities and leadership support throughout the region.

As a regional economic development organization, Upstate Colorado concentrates on the growth, development and diversification of the area's economy. Since 2017, Upstate Colorado has successfully supported new business attraction and expansion projects that have created 3,713 primary jobs and generated $1,975,496,000 in new capital investment.

It is our goal to increase the number and quality of business enterprises and primary or basic sector jobs in Weld County. We focus on enterprises that export goods and services outside of the region to create an inflow of capital into the local economy, creating wealth, preserving the quality of life, and improving the standard of living for area residents.

Fueled by Weld County, Northern Colorado, and its communities, Upstate Colorado is focused on:

» **Attracting New Businesses and Jobs**

We market our regional assets and competitive advantages to attract new primary sector business, investment and jobs through marketing campaigns, activities and support of local communities. Our team manages business lead distribution to our community and private sector partners, and coordinates with our Weld and Larimer County partners on regional leads to provide a professional Northern Colorado response to the client.

» **Retention and Expansion of Existing Businesses and Industries**

Our team manages strategic employer retention efforts with our community partners to encourage job retention, expansion, and new investment. In 2023, Upstate Colorado worked 93 business leads resulting in 28 active prospects.

» **Data Repository**

We maintain a data repository providing high quality economic and demographic information, and a virtual asset library.

» **Growing Capital Investment and Entrepreneurship**

Upstate administers two loan programs providing companies access to capital. The RLF $4.3 million fund has resulted in creating $1 billion in new investment.

» **Providing Advocacy and Public Policy Leadership to Maintain a Positive Business Climate**

We engage with the private sector and elected officials at the local, state and federal levels to advocate on behalf of business interests. Staff testifies on behalf of business at multiple city, county, and state hearings and works with legislative representatives on statewide initiatives pertaining to transportation, workforce, and advocacy of our primary industries.

» **Supporting Commercial and Industrial Real Estate Opportunities**

Our team provides location proposal coordination with comprehensive incentive development to attract and retain employers. In 2023, Upstate submitted 289 real estate sites to prospects promoting our Upstate Communities.

Companies interested in supporting economic development and learning more about how our efforts impact their bottom line can contact Richard Werner, President & CEO, at 970.356.4565 or rwerner@upstatecolorado

Investor Supported Programming

» **Site Selection Services**

To help foster economic growth in Weld County, we provide a wide range of services to existing and expanding primary employers, and to those who are considering a Weld location for their business.

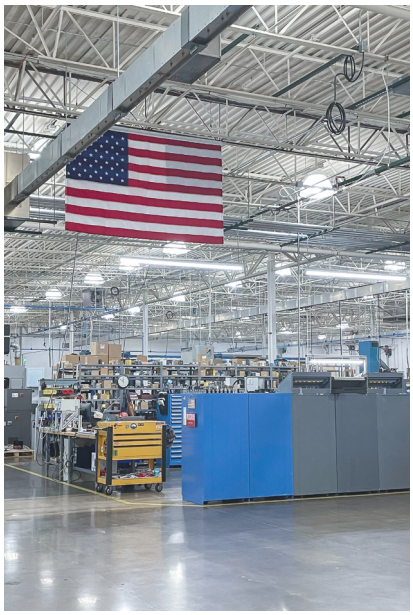
We serve as a single, confidential source throughout the site location process and coordinate and facilitate meetings with community leaders within the business, education and government sectors and assist with local government processes, including coordination of state, county, and municipal economic incentive packages.

Upstate Colorado's recent recruitment and expansion projects include:

- Agilent Technologies
- Aqua-Hot
- Basalite Concrete Products
- Colorado Premium
- Elementum 3D
- Gotham Greens
- Hirsh Precision Products
- Intersand America
- J.M. Smuckers
- Leprino
- Lineage Logistics
- Microvast
- Norfolk Iron & Metal
- Owens Illinois (O-I)
- Summit Body Works
- URSA Major
- Vantage Hemp
- Vestas

Upstate aids all of its 31 Weld County Communities and works with economic development representatives throughout Weld, Larimer and the Denver Metro Region to partner on critical economic development opportunities as we move forward to collectively support the region. Your investment in Upstate Colorado allows us to continue our mission by providing these services to existing and expanding primary employers considering a Weld County location for their business.

Weld County Enterprise Zone



Colorado's Enterprise Zone (EZ) program provides state income tax credits to encourage businesses to locate/expand in designated economically distressed areas of the state. Select Weld communities/locations have state EZ designation. The program in Weld County is administered by Upstate Colorado Economic Development.

Companies that locate or expand within the physical boundaries of the EZ are eligible to earn a variety of state income tax credits based on their specific activities primarily in equipment investment, job creation/training, research and development activities, etc. Earned credits are applied to the company's Colorado income tax liability, thereby reducing it.

Upstate also certifies EZ state income tax credits for individual/business contributions to local and state approved, non-profit agencies/projects that assist in implementing the Weld County EZ economic development plan.

In 2023, the Enterprise Zone certified and supported 7 approved non-profit organizations/projects which collected a value of $997K in contributions. The program also certified over $9 million in state income tax credits to 162 businesses for engaging in specific business investments.

Companies interested in supporting economic development and learning more about how our efforts impact their bottom line can contact Richard Werner, President & CEO, at 970.356.4565 or rwerner@upstatecolorado

Weld County/Larimer County Revolving Loan Fund

The Weld/Larimer Revolving Loan Fund (RLF) was established to assist with the financial needs of companies expanding or locating to the rural areas of Weld or Larimer County. The Program was originally funded through the State of Colorado Community Development Block Grant Allocation from the US Department of Housing and Urban Development (HUD). Upstate Colorado Economic Development administers the RLF on behalf of the two counties.

The RLF can provide short-term financing for up to 45% of project costs, and may assume a second or third collateral position in order to leverage other lender involvement. The minimum loan amount is $50,000.

Organizations must demonstrate that the project being funded is creating new jobs, retaining jobs, or that the principal beneficiaries of any jobs created/retained are low to moderate income persons. For each $20,000 in RLF funds loaned to a business, one new job must be created or retained.

Greeley Community Development Fund

The Greeley Community Development Fund assists with the financial needs of companies expanding in or locating to the City of Greeley. The Weld/Larimer Revolving Loan Fund, the City of Greeley, commercial banks in Greeley and the Hispanic Loan Program have joined together to provide the initial funding for this loan program.

All for-profit business enterprises located within the City of Greeley are eligible for the program; however, special priority will be given to business development or redevelopment projects located within the downtown area and/or projects of Hispanic/minority ownership. Selected projects for funding and/or loan guarantees are expected to create or retain jobs within the city and stimulate the general business development and redevelopment goals of the City of Greeley.

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Investor Participation Levels

Chairman's Advisor | $25,000+ annually

- Board Seat: two seats on the Board of Directors are reserved for private sector Chairman's Advisor investors.
- Website: logo on the website in prominent locations (i.e. homepage, top of partners page), dedicated partner landing page with personal description, video, back link to your site, and contact information.
- Special Events: presenting sponsor at all major events with special mention in electronic and written communications/publications.
- Print Material: logo featured on relocating company inquiry response packet.
- Partnership Opportunities: opportunities for direct Regional/Individual Industry advocacy efforts.
- Benefits of Leadership Council, Premier Investor, Investor, & Supporter Investment Levels.

Leadership Council | $15,000 - $24,999 annually

- Board Nomination: members are eligible for nomination to the Upstate Colorado Board of Directors. Seven board seats are reserved for private sector Leadership Council Investors.
- Emerging Opportunities Group: the Leadership Council will meet as needed to discuss regional issues and future initiatives. The council serves as an important advisory network designed to:
  - Influence public opinion on issues including the region's capacity to develop infrastructure, education, and other public policy opportunities.
  - Remove difficult barriers for growth and propel positive change.
- Website: special recognition on the website, including a secondary listing with company logo, dedicated partner landing page, personal description, video, back link to your site, and contact information.
- Special Events: recognized as being sponsors of every Upstate event and mentioned accordingly at Leadership Council Sponsored Events and the Annual Meeting.
- Email Communication: logo featured on outgoing email correspondence.
- Benefits of Premier Investor, Investor, & Supporter Investment Levels

Premier Investor | $5,000 - $14,999 annually

- Customized Research: Access to Upstate's economic forecasts and research. Staff can provide customized data in all areas for Weld County (i.e. real estate/site selection, industry profiles, company listings, taxes, regulation, housing, transportation/commuting patterns, and utilities.)
- Website: logo recognition on the website, dedicated partner landing page with brief personal description, video, back link to your site, and contact information.
- Networking Opportunities: tailored engagements with community leaders hosted by Upstate Colorado
- Special Events: guests of Upstate Colorado at Prominent Community Events
- Upstate Colorado Business recruitment, retention, & expansion partner: assist Upstate Colorado with prospect activity by providing private-sector interviews and case studies with prospective clients
- Benefits of Investor & Supporter Investment Levels.

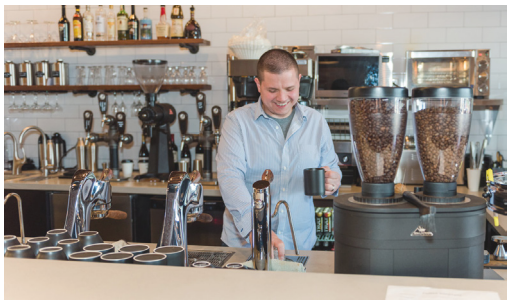
Companies interested in supporting economic development and learning more about how our efforts impact their bottom line can contact Richard Werner, President & CEO, at 970.356.4565 or rwerner@upstatecolorado

Investor | $2,500 - $4,999 annually

- Leadership Opportunities: opportunity to serve on Solutions Teams, committees, and task forces. Upstate Colorado is the region's largest private/public partnership that enhances wealth creation by marketing Weld County and helping employers retain and create quality jobs.
- Referrals: included on our development consultant/service directory provided to prospective companies. Upstate assists growing and relocating companies and is often able to refer company inquiries to our investors and provide direct introductions between investors for business development opportunities.
- Website: logo name recognition on partner page of website.
- Special Events: invitation to the Annual Meeting and other events that feature presentations by industry experts, as well as Upstate's client announcements (groundbreakings, ribbon cuttings, etc.)
- Benefits of Supporter Investment Level.

Supporter | $500 - $2,499 annually

- Confidential Services: Upstate is a one-stop resource center for companies interested in remaining/expanding in or relocating to the Weld County area. Upstate refers clients to the proper sources and coordinates the work of multiple agencies on behalf of clients. The following services are available: site selection, coordination of funding (from local, state, and federal sources), workforce development, international assistance, and public relations.
- Enterprise Zone State Tax Credit: Upstate is a Certified Enterprise Zone Project, which entitles investors to receive a Colorado State Tax Credit for their participation in building a better economic future for Northern Colorado. The EZ system allows you to take advantage of a Colorado State Tax Credit of 25% of your cash investment or 12.5% of any in-kind investment. We prepare and submit the necessary forms and return them to our local EZ Administrator for certification. For Federal income tax purposes, Upstate investments are tax deductible as an ordinary business expense. EZ certificates are provided to anyone making a $100 investment or greater.
- Annual Report: recognition in the Annual Report which is published each spring. Electronic versions will be distributed throughout the year and will be made available on the website.
- Website: company name recognition on partner page of website
- Public Events: Invitation to attend events that feature presentations by industry experts, and the Annual Meeting.



Companies interested in supporting economic development and learning more about how our efforts impact their bottom line can contact Richard Werner, President & CEO, at 970.356.4565 or rwerner@upstatecolorado

450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

VIA EMAIL ONLY

February 14, 2024

Mr. Pat Murray
District Vice President
YMCA of Northern Colorado
165 Settler Way
Johnstown, CO 80534

Re: Facility Agreement

Dear Mr. Murray:

I hope and trust this letter finds you well today. The purpose of this letter is to provide you information and notification regarding Section 6.2 Financial Considerations of the Facility Management Agreement between the Town of Johnstown and YMCA of Northern Colorado.

The following is outlined in Section 6.2 of our agreement regarding excess revenues within the contract:

If, at the end of a Facility Fiscal Year, the Operating Subsidy is less than $500,000, creating an operating surplus, the Parties shall reconcile the difference during January of the following calendar year. The YMCA shall be entitled to retain an amount equal to 21.3% of the difference between $500,000 and the actual Operating Subsidy amount as an incentive bonus administrative fee. For any remaining funds resulting from the operating surplus, the Town may direct that: (1) the YMCA return the additional funds; (2) the YMCA keep the additional funds and use such funds to offset the monthly payment of the Operating Subsidy for the then-current calendar year; or (3) the additional funds be used by the YMCA to improve the Facility in a manner agreed upon by the Town.

Accordingly, at the end of the 2023 Facility Fiscal Year, a surplus of $177,045 exists. In compliance with the agreement, the Town is providing YMCA of Northern Colorado with the 21.3% incentive bonus totaling $37,710.58. This bonus is being provided directly from the surplus.

Considering the additional costs the Town has expended for repairs to the facility in 2023 and 2024 to date, the Town is electing option 2 as stated above. The remaining balance of $139,334.42 should be applied to the Town's monthly Operating Subsidy beginning with the February 2024 payment. This will continue for three (3) consecutive months (February, March, and April). In May, to complete this balance of remaining funds, the Town will pay $41,666 less the amount of $14,336.42. This would make our May payment $27,329.58.

If you have any questions, please let me know and thank you for your partnership to manage and operation the Town's recreation center.

Regards,

Matthew S. LeCerf
Town Manager

Cc: Mayor and Town Councilmembers
Mitzi McCoy, Deputy Town Manager
Devon McCarty, Finance Director
Chris Coker, President YMCA of Northern Colorado

Enclosure

YMCA of Northern Colorado
Johnstown Community YMCA
Summary Operating Statement
Month Ending December 31, 2023

	Preschool		Operations		Consolidated	
Revenue	**Month**	**YTD**	**Month**	**YTD**	**Month**	**YTD**
Financial Assistance	(1,670)	(57,172)	(3,029)	(31,606)	(4,699)	(88,778)
Contracts & Grants	-	70,732	-	10,460	-	81,192
Preschool Fees	198,350	842,839	-	-	198,350	842,839
Membership	-	-	119,411	1,546,796	119,411	1,546,796
Health & Wellness	-	-	7,557	228,801	7,557	228,801
Childwatch Fees	-	-	-	-	-	-
Merchandise Sales	-	-	-	398	-	398
Other Income	-	-	2,897	60,802	2,897	60,802
Total Revenue	**196,680**	**856,399**	**126,836**	**1,815,651**	**323,516**	**2,672,050**
Expense						
Salaries & Wages	39,390	493,472	72,080	1,095,386	111,470	1,588,858
Employee Benefits	3,225	34,194	3,130	41,254	6,355	75,448
Payroll Taxes	4,076	49,280	7,289	104,846	11,365	154,126
Contract Services	-	-	4,045	42,532	4,045	42,532
Supplies	-	38	3,978	54,523	3,978	54,561
Telephone	40	1,320	1,250	18,502	1,290	19,822
Occupancy & Insurance	638	7,658	29,596	564,650	30,234	572,308
Equipment	-	-	1,535	13,590	1,535	13,590
Employee/Volunteer Costs	175	4,130	-	9,352	175	13,482
Program Costs	1,935	31,830	3,910	20,353	5,845	52,183
Administrative Costs	-	1,975	-	7,708	-	9,683
Merchandise Costs	-	-	-	986	-	986
Total Expense	**49,479**	**623,897**	**126,813**	**1,973,682**	**176,292**	**2,597,579**
Net Outcome	**147,201**	**232,502**	**23**	**(158,031)**	**147,224**	**74,470**
	15.3%			**YMCA Administrative Fee**	**(26,973)**	**(397,430)**
				YMCA Investment	**120,251**	**(322,959)**
				YMCA Cost Recovery	**41,667**	**500,004**
				Cost Recovery Variance	**161,918**	**177,045**